

EXHIBIT A-4

**REALPAGE ONE MASTER AGREEMENT**

RealPage, Inc. ("RealPage")
4000 International Parkway
Carrollton, Texas 75007-1913

and

Graystar Management Services LP ("Manager")
11 State Street
Charleston, SC 29401

The purpose of this RealPage One Master Agreement ("Master Agreement") is (i) to define the contractual relationship between RealPage and Manager, and (ii) to establish certain contractual terms and conditions applicable to Manager and Site Owner (as defined below) with regard to the rental housing and commercial property management systems provided by RealPage, and any entity RealPage controls, is controlled by, or under common control with (each a "RealPage Party" or collectively, the "RealPage Parties"). These systems are a collection of software solutions accessible via the Internet and related services (collectively, the "Product Centers"), which a RealPage Party may license to Site Owner. Once Manager or Site Owner executes an order form that references this Master Agreement (an "Order Form"), and a RealPage Party has accepted such Order Form, the parties to that Order Form shall have created a binding, legally enforceable obligation for the RealPage Party to provide and Site Owner to accept and pay for the Product Center(s) shown on the Order Form for the Fees (as defined below) set forth in a schedule of charges that references this Master Agreement (the "SOC"), according to the terms and conditions set forth in this Master Agreement and the Order Form, and any amendment or addendum thereto (individually, a "Governing Document", or collectively, the "Governing Documents").

1. **Relationship of the Parties.** Manager manages individual dwellings or commercial premises (each a "Unit") in rental housing and/or commercial real estate properties (each a "Site"). In each case it manages the Site either on its own behalf as owner of the Site, or as an agent of the owner of the Site. In all instances, the owner of the Site is referred to herein as the "Site Owner". RealPage, on its own behalf or through its affiliates, is the owner, licensor and provider of the Product Centers, for which Site Owner, or Manager on behalf of Site Owner, may purchase licenses to access and use at the Site(s).

As applicable, a RealPage Party shall supply to Manager or Site Owner one or more user names and passwords to access the Product Centers. Manager and Site Owner shall be responsible for the protection and dissemination of any user name and password. Manager and Site Owner will permit only Authorized Users to access and use any Product Center and shall use reasonable efforts to ensure that all Authorized Users comply with the terms and conditions set forth in the Governing Documents. An "Authorized User" is an employee of Manager or Site Owner using the Product Center for the purpose of management and operation of the Site, or a certified RealPage training partner whom Manager or Site Owner has retained to provide training services. Manager and Site Owner shall be responsible for all losses, damages, costs and expenses (including reasonable attorneys' fees) incurred by a RealPage Party for, or as a result of, an Authorized User's use of a Product Center at a Site.

2. **Management of Multiple Sites.** Where a single Order Form executed by Manager covers multiple Sites and multiple Site Owners, in all instances, a separate, stand-alone, complete set of applicable Governing Documents shall be deemed to have been created for each individual Site between the applicable RealPage Party and Site Owner identified on the Order Form. Thus, each set of applicable Governing Documents for each Site and Site Owner shall be deemed to be a separable and independent agreement between the RealPage Party and the Site Owner. Manager shall have the right to access and use Product Centers on behalf of Site Owners for each Site for which an Order Form has been executed.

3. **Sale or Transfer of a Site.**

- If Manager, after the Effective Date, is retained to manage a new Site for which there are Governing Documents in effect, Manager shall deliver to the applicable RealPage Party a written notice to that effect and pay to the RealPage Party any applicable Fee identified in the Governing Documents. Manager shall thereafter have the right to access and use the Product Centers for such Site (now a new Site as to Manager) pursuant to the terms of the existing Governing Documents.
- Manager shall notify the RealPage Parties in writing when its agency relationship with regard to a Site terminates, and thereupon Manager's right to access and use the applicable Product Centers and Site Owner Data (as defined below) for that Site shall terminate immediately.
- If Site Owner sells or otherwise transfers ownership of a Site, Manager shall so notify the applicable RealPage Parties. If Site Owner has no outstanding unpaid invoices, and unless the applicable RealPage Party has received written instructions from Site Owner to the contrary, such RealPage Party will consider Site Owner Data for the Site stored in any Product Center to have transferred to the new owner of the Site. After the sale or transfer, Manager's right to access and use the applicable Product Centers and Site Owner Data (as defined below) for that Site shall terminate immediately.
- Should Site Owner place a Site under the management of an entity that is not a then current party to this Master Agreement, Site Owner shall so notify the applicable RealPage Parties and the new Manager shall execute a Master Agreement.

4. **License.**

- a. **License Grant.** The RealPage Party identified on an Order Form grants to Site Owner a limited, non-exclusive, non-transferable license (the "License") to permit Authorized Users to access and utilize the Product Center(s) identified on such Order Form and any Output (as defined below) therefrom solely for Site Owner's internal business operations, all in accordance with the Governing Documents. RealPage hereby retains all rights not specifically granted to Site Owner.
- b. **Prohibitions.** Unless described as a feature in the Product Specifications (as defined below) or unless expressly and specifically permitted to do so by the Governing Documents and then only in the exact manner specified, Site Owner may not (i) assign, convey, copy, create derivative works from, decompile, derive source code, disseminate, distribute, export, encumber (including through any security interest), insert in any content aggregation network, lease, lend, license, localize, modify, publish, rent, reproduce, reverse engineer, sell, store in a retrieval device, sublicense, transfer, translate, or interfere with the operation of (nor attempt, allow or facilitate any of the foregoing) the Product Centers or Output; (ii) permit third parties (other than certified RealPage training partners) to use the Product Centers or Output for training purposes or otherwise; (iii) remove or alter any trademark, logo, copyright, or other proprietary notices in or on the Product Centers or Output; or (iv) place on any portion

of the Product Centers or Output, materials that are illegal, obscene, dangerous or libelous, or that violate, infringe or misappropriate any copyright, trademark, patent, trade secret, or other statutory or common law intellectual property right. The RealPage Parties reserve the right but do not assume the obligation to remove from any portion of the Product Centers or Output any materials that violate the provisions of the Governing Documents. Site Owner agrees not to use a Product Center, Output, or any information obtained through the Product Centers for any unlawful or unauthorized purpose.

c. **License Term.** The initial term of each License (the "License Term") will commence on the earlier of the Activation date ("Activation") occurs as to a Site when Site Owner Data for the Site is accessible through the Product Center, regardless of whether the Product Center is in production) or the Default License Term Start Date indicated on the Order Form. The initial License Term will extend until the next occurring Sync Date indicated on the Order Form, or if a Sync Date is not specified on the Order Form, it will extend through December 31st of the calendar year in which the License Term began (unless earlier terminated pursuant to the terms of the Governing Documents). Thereafter, the License Term shall automatically renew for additional one year License Term(s) unless either a RealPage Party or Site Owner shall have given the other written notice of termination no less than 30 days prior to such expiration of the initial License Term or any renewal License Term. A RealPage Party will notify Site Owner in advance by issuance of an invoice at a minimum of 45 days prior to expiration of any License Term. The expiration or termination of the License for a particular Product Center will not cause the termination of any other Product Center License.

d. **License for Headquarters or Regional Locations.** Should Manager desire to purchase a License from a RealPage Party to access and utilize a Product Center for its own headquarters and/or regional offices, it shall execute an Order Form on its own behalf therefor. Thereupon, Manager and such RealPage Party shall be deemed, without further action by the parties, to have entered into an Order Form and the applicable Governing Documents, with Manager being bound by the provisions of such Order Form and Governing Documents on its own behalf for the offices (as Sites) identified on the applicable Order Form.

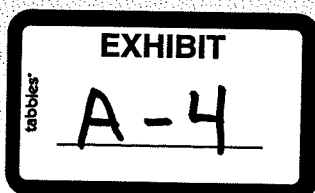
5. **Term.** The "Term" of this Master Agreement shall commence on the Effective Date identified below and continue until the expiration of the last expiring License Term granted hereunder.

6. **Payment.** A RealPage Party shall invoice, and Site Owner shall pay such RealPage Party, the "Fees" identified in the SOC for the Product Center(s) selected on an Order Form. Additionally, a RealPage Party shall invoice, and Site Owner shall reimburse such RealPage Party, for a RealPage Party's reasonable and verified out-of-pocket expenses incurred in connection with its implementation, training and support of the Product Center(s) at a Site. Fees and expenses shall be due and payable to the applicable RealPage Party within 30 days from the date of invoice. Site Owner shall pay any tax (and related interest and penalties) imposed for Site Owner's access to or use of the Product Centers, or as a result of the existence or operation of the Governing Documents, including any tax that Site Owner is required to withhold or deduct from payments to a RealPage Party, other than tax imposed on the RealPage Party's net income or corporate existence. The RealPage Parties reserve the right to assess against Site Owner interest at a rate equal to the lesser of 1.5% per month or the greatest amount permitted by applicable law for any past due invoice. An invoice shall be considered past due if it is not received by the applicable RealPage Party within 15 days after the due date, and in such event interest will be calculated starting from the due date.

7. **Statement of Work.** When the parties have executed an Order Form, a RealPage Party and Site Owner may execute contemporaneously or subsequently a Statement of Work ("SOW") that sets forth additional Product Centers being purchased by Site Owner, permits Site Owner to implement the Product Centers, or allows a RealPage Party to train Site Owner personnel to use the Product Centers. In addition to any fees or other charges associated with an SOW, a RealPage Party shall be entitled to reimbursement of its reasonable and verified out-of-pocket expenses incurred in performing services under the SOW.

8. **Product Specifications, Service Level Agreement, and Definition of Terms.** The RealPage Parties shall provide the Product Center(s) selected on the Order Form for the Fees specified in the SOC subject to certain "Product Specifications", "Service Level Agreement", and "Definition of Terms" (the terms of which are incorporated herein by this reference and shall also form a part of the Governing Documents). The most current version of the Governing Documents can be found on the Client Portal located at <https://realpage.assure.force.com/portal>. The RealPage Parties may change the Product Specifications, Service Level Agreement, and Definition of Terms at any time; provided however, the RealPage Parties shall not change the Product Specifications, Service Level Agreement, or Definition of Terms in a manner that would modify or remove material functionality of the Product Centers without prior written notice to Site Owner, unless prior notice is not reasonably practicable in order to permit the RealPage Parties to comply with any laws or third-party licensing requirements.

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SG&A 10.16.13
Version 1.0



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9. **Warranty.** The RealPage Party that provides a Product Center warrants that such Product Center will perform the functions set forth in the then-current version of the Product Specifications applicable to such Product Center and Service Level Agreement, if used in the manner and environment described in the Product Specifications for such Product Center and Service Level Agreement. The RealPage Party that provides a Product Center warrants that it will provide the availability, security, support, fixes, maintenance, average response times, and notices of upgrades and enhancements set forth in the then-current version of the Product Specifications for such Product Center and Service Level Agreement, if used in the manner and environment described in the Product Specifications for such Product Center and Service Level Agreement.

10. **Exclusive Remedy.** As Site Owner's sole remedy, for each day that availability of the Product Center falls below the Availability Period set forth in the Service Level Agreement, or for each day the average response time of the Product Center is greater than the average response time within RealPage's data center(s) set forth in the Service Level Agreement, the RealPage Party that provides such Product Center shall credit Site Owner's account for 1/35th of the yearly Access Fee, or if applicable, 1/30th of the monthly Access Fee; provided, however, that in the event such RealPage Party has failed to meet the warranty of availability for more than 10 days in any 90 day period or the warranty of response time for more than 10 days in any 90 day period, Site Owner shall have the right to terminate the License to the applicable non-conforming Product Center. This shall be Site Owner's sole and exclusive remedy and the RealPage Party that provides the Product Center's sole and exclusive liability for the breach of the warranty of availability and the warranty of response time set forth in the Service Level Agreement. Subject to the limitations set forth herein, for any other breach of warranty, the RealPage Party that provides such Product Center shall modify the Product Center or re-perform the service to conform to the applicable warranty as Site Owner's sole and exclusive remedy for such breach of warranty by the RealPage Party.

11. **Suspension of Access and Termination of Product Center License.** Without prejudice to any other rights, RealPage reserves the right to immediately suspend access without prior notice to all or portions of the Product Centers (and Site Owner Data, as defined below) licensed to a Site Owner under the Governing Documents if, in the reasonable judgment of RealPage, Site Owner (i) breaches any of the terms and conditions of a License or the Governing Documents, including a failure to pay when due any Fees or expenses associated with access and use of any one or more Product Centers, (ii) commits acts or omissions which compromise the security of a Product Center, (iii) allows or fails to prevent unauthorized access to and use of a Product Center, (iv) introduces a virus into a Product Center, (v) interferes with other users of a Product Center, or (vi) otherwise engages in harmful, inappropriate, or unlawful conduct with regards to a Product Center. RealPage will provide notice to Site Owner of such breach, and Site Owner will have 15 days to cure such breach. In the case of a monetary breach or 30 days to cure such breach in the case of a curable non-monetary breach. In the event Site Owner fails to cure such breach within the time prescribed (or in the event of an incurable breach), RealPage reserves the right to terminate the License for any or all of the Product Centers licensed to Site Owner under the Governing Documents.

12. **Ownership of Intellectual Property.** Manager, on its own behalf and Site Owner's behalf, acknowledges that (i) the Product Centers, Site Owner Data in Aggregated Form (as defined below) and any derivative works therefrom ("Output"), all copyrights, Confidential Information (as defined below), any related documentation, and other Intellectual property rights embodied therein are and shall remain the property of the RealPage Parties and their "Vendors" (defined as licensors of software and producers of goods and services made a part of a Product Center); (ii) the Product Centers are subject to protection under the patent, trademark, copyright, trade secret and other Intellectual property laws of the United States and all other jurisdictions; and (iii) the Product Centers were created, compiled, prepared, selected and arranged by the RealPage Parties and their Vendors through the expenditure of substantial time, effort and resources and that the Product Centers constitute valuable RealPage Parties' assets. A RealPage Party may perform work of the same type for other clients and may freely use and employ during such engagements any general skills, know-how, expertise, ideas, concepts, methods, techniques, or skills created, gained or learned during the course of preparing or providing the Product Centers, so long as it acquires and applies such information without disclosure of any proprietary or Confidential Information of Manager or Site Owner.

13. **Site Owner Data.** "Site Owner Data" means all data, in whatever form including, without limitation, photographs and other advertising content, entered into the Product Centers or any other product or service purchased by Site Owner from a RealPage Party by Site Owner, its agents, third parties visiting a Site Owner website, or a RealPage Party at the direction of Site Owner, or as further identified as Site Owner Data in the Governing Documents. Site Owner hereby grants to the RealPage Parties, with regard to Site Owner Data collected by a RealPage Party during the Term, and to be used solely for the Permitted Purposes identified in the Governing Documents, a perpetual, irrevocable, royalty-free, world-wide, non-exclusive right and license to access, use, extract, aggregate, compile, reproduce, modify, adapt, publish, create derivative works from, sublicense, distribute, display, store, transmit to another RealPage Party, or incorporate in other works in any form, media, or technology now known or later developed the Site Owner Data. Site Owner represents and warrants to the RealPage Parties that Site Owner Data provided to the RealPage Parties is correct and accurate and that Site Owner owns all right, title and interest in and to Site Owner Data (including, without limitation, all Intellectual property rights), or possesses sufficient rights to grant to the RealPage Parties the license set forth in this paragraph. The "Permitted Purposes" are:

- support and provision of a Product Center or any other product or service purchased by or provided to Site Owner from a RealPage Party under any Governing Document or other agreement between Site Owner and a RealPage Party, and all other uses necessary for a RealPage Party to properly discharge its obligations pursuant to the Governing Documents;
- maintenance, operation, and enhancement of a Product Center, including Site Owner Data and databases in which Site Owner Data resides;

- internal statistical analysis regarding Site Owner Data;
- distribution or publication, solely in an Aggregated Form, of Site Owner Data in summary and benchmark reports. "Aggregated Form" means that Site Owner Data shall be combined with data from a minimum of four (4) additional Sites;
- generation of Output;
- transmission, display or publication of Site floor plans, rents, concessions, Unit availability, amenity lists, photographs and all other advertising content to Internet listing services or to any other third-party services providers specified by Site Owner in writing;
- transmission or display of Site Owner Data to third-party services providers authorized by Site Owner in writing;
- transmission of individual resident payment histories to national credit bureaus and other data providers, who may use such individual resident payment histories for the purpose of services and reports they provide. Site Owner acknowledges and agrees that once any resident rental payment history has been transmitted to a RealPage Party, any national credit bureau or other data provider, such history will be merged with other data possessed by such recipient and the ownership of the merged data, which shall include the resident rental payment history, shall be owned by and become the exclusive property of such recipient. Site Owner further acknowledges and agrees that to the extent Site Owner provides individual resident payment histories to a RealPage Party, Site Owner is required to comply with the Responsibilities of Furnishers of Information to Consumer Reporting Agencies under the Fair Credit Reporting Act, 15 U.S.C. Section 1681 et seq., as amended.

Site Owner acknowledges and agrees that the RealPage Parties have no obligation to retain Site Owner Data after the expiration or termination of the License for the Product Center(s) in which such Site Owner Data resides, and that such Site Owner Data may be irretrievably deleted after such expiration or termination. Site Owner further acknowledges and agrees that the Product Specifications relating to specific Product Centers may provide additional terms and conditions regarding the retention of Site Owner Data.

14. **Confidential Information.** "Confidential Information" means non-public, confidential or proprietary information created or acquired by a party, including products, product designs, product data, product source code, trade secrets, pricing and discounts, supplier lists, network structure and addresses, IP addresses and other computer and network related information, any other data whether written, verbal or visual, connected to or related to the business and affairs of a party or any of its affiliates, and the form and substance of the Governing Documents; provided, however, that Confidential Information does not include information that (i) is or becomes generally available to the public other than as a result of disclosure by the recipient or anyone to whom the recipient transmits the information, (ii) becomes available to the recipient on a non-confidential basis from a source other than the disclosing party who, to the recipient's knowledge, is not bound by a confidentiality agreement with the disclosing party, (iii) was rightfully known to the recipient or in its possession prior to the date of disclosure by the disclosing party, or (iv) is independently developed by the recipient without benefit of or reference to the Confidential Information.

No party to the Governing Documents will publish, disclose, copy, disseminate or in any manner utilize Confidential Information of another party in its business or otherwise, for any purpose other than as contemplated in the Governing Documents unless compelled to do so by subpoena or compliance with other applicable law, prompt prior notice of which will be given to the other party. However, a party may disclose the other party's Confidential Information to any of its affiliates, provided the disclosing party shall remain liable for such affiliate's use of the Confidential Information. Each party shall use commercially reasonable efforts to protect and prevent disclosure of another party's Confidential Information. Upon request, the recipient of Confidential Information will return all copies, written, photographic or otherwise duplicated to the owner and will not in any manner use, convey, disclose or disseminate such Confidential Information for any purpose whatsoever, except as otherwise provided in a Governing Document or required by applicable law.

15. **Disclaimer of Warranties, Limitation of Damages, and Limitation of Liability.** Because of the nature of the Product Centers, Site Owner uses the Product Centers at Site Owner's own risk. Other than as expressly provided herein, the RealPage Parties disclaim, and Site Owner releases and waives, all express or implied warranties including, without limitation, warranties of accuracy, correspondence to description, completeness, merchantability, fitness for a particular purpose or use, availability, interoperability, non-infringement, performance to specifications, quality of service, results, title, workmanlike effort, and absence of encumbrances, errors, negligence, viruses, and interruption with respect to the Product Centers, Output, or any information available through the Product Centers. IN NO EVENT WILL REALPAGE, A REALPAGE PARTY, OR ANY VENDOR BE LIABLE HEREUNDER FOR INDIRECT, INCIDENTAL, PUNITIVE, SPECIAL OR CONSEQUENTIAL DAMAGES (INCLUDING LOST PROFITS), EVEN IF NOTIFIED OF THE POSSIBILITY OF SUCH DAMAGES. NOTWITHSTANDING ANYTHING HEREIN TO THE CONTRARY, IN THE EVENT LIABILITY IS ASSESSED AGAINST REALPAGE, A REALPAGE PARTY, OR ANY VENDOR, SUCH PARTY'S LIABILITY, WHETHER ARISING IN CONTRACT, NEGLIGENCE, TORT, STRICT LIABILITY OR OTHERWISE, SHALL NOT EXCEED IN TOTAL AN AMOUNT EQUAL TO THE LESSER OF ONE HUNDRED THOUSAND DOLLARS (\$100,000.00) OR THE FEES PAID BY SITE OWNER TO THE REALPAGE PARTIES IN THE 1 MONTH PERIOD PRECEDING THE DATE IN WHICH ANY SUCH CLAIM HAS ARISEN. THE FOREGOING LIMITATIONS OF LIABILITY SHALL APPLY EVEN IF THE LIMITED REMEDIES HEREIN FAIL OF THEIR ESSENTIAL PURPOSE.

16. **Indemnification Indemnity.** The RealPage Party that provides a Product Center will indemnify, defend and hold Site Owner harmless against any third party claim that Site Owner's use of such Product Center in accordance with the terms of the Governing Documents (but excluding any of the Site Owner Data) directly violates, infringes or misappropriates any United States patent issued as of the date of the corresponding Order

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Form or any copyright, trademark or other intellectual property rights ("IP Claim"). Such RealPage Party will pay all costs and expenses (including reasonable legal fees) incurred prior to notifying the RealPage Party of such IP Claim, and all damages finally awarded against Site Owner by a court of competent jurisdiction or agreed in a written settlement agreement signed by the RealPage Party arising out of such IP Claim; provided that: (i) Site Owner immediately notifies the RealPage Party in writing of such IP Claim; (ii) the RealPage Party may assume sole control of the defense of such claim with counsel of its choice and all related settlement negotiations; and (iii) Site Owner provides the RealPage Party, at such RealPage Party's request, with reasonable assistance, information and authority necessary to conduct the defense of the IP Claim. If the RealPage Party believes that Site Owner's use of any Product Center is likely to result in an IP Claim, the RealPage Party may (i) modify or replace the Product Center to make it non-infringing; provided, however, no such replacement or modification shall substantially impair the functionality or performance of such Product Center; (ii) acquire for Site Owner a license to continue to use the Product Center; or (iii) terminate the license with respect to the infringing Product Center and refund to Site Owner all Fees pre-paid by Site Owner with respect to the infringing Product Center. Notwithstanding anything in the Governing Documents to the contrary, the RealPage Parties shall have no obligation to Site Owner with respect to any IP Claim if such IP Claim is based upon (i) Site Owner Data, (ii) Site Owner's use of a Product Center in a manner not expressly authorized by the Governing Documents, (iii) the combination, operation, or use of a Product Center with third-party material that was not provided by a RealPage Party, if Site Owner's liability would have been avoided in the absence of such combination, operation, or use, or (iv) modification to a Product Center other than as authorized in writing by a RealPage Party. THE FOREGOING SHALL BE A REALPAGE PARTY'S ENTIRE OBLIGATION AND SITE OWNER'S SOLE REMEDY FOR ANY IP CLAIM.

17. Site Owner Indemnity. Site Owner shall defend, indemnify and hold the RealPage Parties and their Vendors, and their respective directors, officers, employees, and agents (the "Indemnified Parties"), harmless from and against all claims, losses, damages, liabilities, costs and expenses (including reasonable attorneys' fees) ("Claims") incurred by an Indemnified Party arising from Site Owner's (or any user using Site Owner's username or password) (i) access to or use of the Product Centers hereunder (including without limitation any claim asserted with regard to Site Owner Data stored in the Product Centers); (ii) failure to comply with any provision of the Governing Documents; (iii) failure to comply with applicable local, state or federal laws in the use of the Product Centers, including without limitation, any local, state or federal law governing the recording of conversations or the use of illegally obtained information; or (iv) failure to comply with the terms of use for any third-party application or service used by Site Owner in conjunction with a Product Center.

18. Manager's Representations and Warranties. As to each Order Form, Manager represents and warrants to the applicable RealPage Party, and shall be deemed to represent and warrant to such RealPage Party upon execution of such Order Form, that Manager is the Site Owner or the duly appointed agent of the Site Owner for each Site identified in such Order Form, and has the authority through its ownership of the Site or pursuant to the grant of agency by Site Owner for the Site, to: (i) execute the Order Form; (ii) agree to the Governing Documents; and (iii) pay invoices for all fees and charges associated with implementation, training, access and use of the applicable Product Centers (including Fees) for each Site in accordance with the terms of the applicable Governing Documents.

19. Manager's Indemnity. Manager shall defend, indemnify and hold harmless the RealPage Parties and their Vendors, and their respective directors, officers, employees and agents, from and against any and all claims, losses or liabilities (including reasonable attorneys' fees and expenses) arising, directly or indirectly, from any misrepresentation by Manager with regard to the existence and scope of its agency relationship with any Site Owner, including, without limitation, losses or liabilities arising from any misrepresentation concerning its authority to bind any Site Owner to the provisions of the Governing Documents.

20. Manager's Covenants. In consideration of receiving the right to access and use the Product Centers, Manager covenants that it will not use any Product Centers at any (i) Site for which no Order Form has been executed or (ii) at any Site for which there exists any past due fee or expense associated with access and use of the Product Centers (including Fees).

21. Non-Rescission. Subject to the provisions of Sections 18, 19 and 20 of this Master Agreement, the applicable RealPage Party agrees to look solely to each Site Owner for payment of all fees and expenses associated with access and use of the applicable Product Centers for each Site (including Fees) in accordance with the terms of the Governing Documents. Except where Manager is also a Site Owner and other than in the case of Manager's breach of Section 18, 19 or 20, the applicable RealPage Party agrees that it shall make no claim against Manager arising from breach of the Governing Documents, including, without limitation, for any such fees and expenses.

22. Appointment of Agent. Only to the extent necessary for the RealPage Parties to provide a Product Center to Site Owner under the Governing Documents, Site Owner

appoints the RealPage Parties as Site Owner's agents for any purposes specifically identified in the Governing Documents.

23. Miscellaneous.

- Any notices required under the Governing Documents shall be in writing and delivered in person, by nationally recognized express courier or by certified mail to the address designated on the Order Form II to Site Owner, to the address above if to Manager, and to the address above, Attn: Chief Legal Officer, if to a RealPage Party.
- With respect to any Product Center listed on an Order Form that references this Master Agreement, the Governing Documents set forth the entire understanding of the parties thereto with respect to the subject matter thereof and supersede, replace and terminate all prior and contemporaneous letters of intent, agreements, covenants, negotiations, arrangements, communications, representations, advertisements, selling brochures, sales presentations, understandings or warranties, whether oral or written, by any officer, employee or representative of either party.
- A Governing Document may only be amended by a written instrument, duly executed by each of the parties to such document.
- The Governing Documents are personal to Site Owner and Site Owner may not assign any of Site Owner's rights or obligations under the Governing Documents to any third party.
- If any provision of a Governing Document is found to be unlawful, invalid or unenforceable, all remaining parts of such Governing Document shall be valid and enforceable and have full force and effect as if the unlawful, invalid or unenforceable provision had not been included.
- The waiver of any right under the Governing Documents must be in writing, signed by the party which is entitled to the benefit of such right, and shall not be considered a waiver of any other right, nor shall such waiver constitute a continuing waiver.
- Except as specified in the Governing Documents, nothing in a Governing Document, express or implied, is intended to confer upon any person or entity other than the parties to such Governing Document and their respective successors and assigns, any rights, remedies, obligations or liabilities.
- Neither party is relying upon any warranties, representations, assurances or inducements not expressly set forth in the Governing Documents.
- A RealPage Party shall be excused from performance under the Governing Documents to the extent a delay or failure to perform arises from unavailability, delays, or damages occasioned by events or conditions which are beyond such RealPage Party's reasonable control, including, without limitation, third party system failures (defined as software, hardware or systems downtime; utility or telecommunication interruption; failure, fluctuation or delay; postal service delay; computer virus; electrical surge; or line noise interference, as it relates to third-parties).
- The provisions of the Governing Documents related to (i) any license or authorization, (ii) warranty disclaimer, (iii) indemnification, (iv) limitation of liability, types and amount of recoverable damages, (v) limitation of actions, (vi) integration, (vii) ownership of intellectual property, (viii) confidentiality, and (ix) payment will survive the termination or expiration of such Governing Document.
- The Governing Documents shall be governed, construed and enforced in accordance with the laws of the State of Texas (without regard to the principles of conflicts of law). The Governing Documents have been entered into in Denton County, Texas and shall be enforceable for all purposes in Denton County, Texas. Any action or proceeding concerning, related to, regarding, or commenced in connection with the Governing Documents must be brought in a state or federal court located in Dallas County, Texas, and the parties thereto hereby irrevocably submit to the personal jurisdiction of such courts and waive any objection they may now or hereafter have as to the venue of any such action or proceeding brought in any such court, or that any such court is an inconvenient forum.
- In the case of a conflict between the terms of the Governing Documents, the order of precedence is as follows (with the terms of the Governing Document listed earliest in the list prevailing over any Governing Document listed after it): Definition of Terms, Product Specifications, Service Level Agreement, any amendment or addendum, SOC, Order Form, Master Agreement.
- Any counterpart to this Master Agreement transmitted by facsimile or electronic means shall have the same force and effect as an original.

Intending to be legally bound hereby, each party hereto has caused its authorized representative to execute this Master Agreement.

RealPage, Inc.

By: Timothy J. Barker

Its: Chief Financial Officer

Effective Date: 1/1/14

Manager

Signature

Print Name

Title

DocuSign Envelope ID: 6265F79F-B1AE-4F07-9C3D-46821D626F47

Greystar
RealPage Schedule of Charges

Confidential; Revised 4/29/2015.

This Schedule of Charges ("SOC") is subject to and by this reference made a part of the RealPage One Master Agreement between RealPage and Manager (the "Master Agreement"). Capitalized terms used in this SOC that are defined in the Master Agreement and not otherwise defined herein shall have the meaning assigned in the Master Agreement. In the event of a conflict between the Fees identified herein for a Product Center and the Fees shown on an Order Form for that same Product Center, the Fees identified herein shall control; provided, however, the Fees shown on an Order Form for any Product Center not included in this SOC shall control.

PRICE CAP FOR ALL PRODUCT CENTERS EXCEPT WINDSOR SERVICES: Fees will be increased in an aggregate not to exceed 3% on January 1st of each year, beginning on January 1, 2017 and continuing through December 31, 2018; provided, however, such price cap does not apply to charges incurred by a RealPage Party from third-party vendors and other expenses over which the RealPage Parties have no control (e.g., data providers, credit bureaus, postage, and Interchange and other fees imposed by an ODFI, reconvert bank or credit card associations, etc.).

PRICE CAP FOR WINDSOR SERVICES: RealPage reserves the right to increase Per Unit Fees for Windsor Services on January 1st of each year by an amount not to exceed five percent (5%) of the prior year's Per Unit Fees, beginning on January 1, 2016 and continuing through December 31, 2020 provided, however, such price cap does not apply to charges incurred by a RealPage Party from third-party vendors and other expenses over which the RealPage Parties have no control (e.g., data providers, credit bureaus, postage, and interchange and other fees imposed by an ODFI, reconvert bank or credit card associations, etc.).

SYNC DATE: The Sync Date is January 1 which shall have precedence over any Sync Date specified on an Order Form.

PRICING EFFECTIVE DATE: The Fees set forth below apply (i) March 1, 2015 to any new Licenses Issued, and (ii) May 1, 2015 for any licenses issued prior to March 1, 2014.

PRICE EFFECTIVE DATE FOR YIELDSTAR: Notwithstanding anything to the contrary in the Governing Documents, the Access Fees for the YieldStar Price Optimizer - Conventional Product Center and for the Pricing Advisory Services Product Center shall increase to \$1.32 per unit per month (i) October 1, 2015 for any new licenses issued after September 30, 2015, and (ii) January 1, 2016 for any licenses issued prior to October 1, 2015.

COMMITMENT: The Fees for the Core Property Management Suite represent discounted Fees based on Manager's commitment to maintain active licenses for the Core Property Management Suite at 500 or more Sites. If Manager fails to maintain the Core Property Management Suite at 500 or more Sites during any ninety (90) day period during the Term, Access Fees for the Core Property Management Suite shall automatically increase by ten percent (10%).

RealPage Primary Stack	Conversion/ Setup Fee ⁽¹⁾	Access Fee ⁽¹¹⁾ with Core Marketing Suite I	Access Fee ⁽¹¹⁾ with Core Marketing Suite II	Pricing Method ⁽⁶⁾	PPU %
OneSite Leasing & Rents - Conventional					
OneSite Leasing & Rents - Affordable (HUD)					
OneSite Leasing and Rents - Affordable (HUD/Tax) Combo					
OneSite Leasing & Rents - Affordable (Tax Credits)					
OneSite Leasing & Rents - Student Living					

RealPage Primary Stack Includes:

Core Property Management Suite
 ActiveBuilding Resident Portal Suite OR RealPage Resident Portal Suite
 Core Marketing Suite I (LeaseStar Website) OR Core Marketing Suite II (3rd Party Website)

Core Property Management Suite	Conversion/ Setup Fee ⁽¹⁾	Access Fee ⁽¹¹⁾	Pricing Method ⁽⁶⁾	PPU %
OneSite Leasing & Rents - Conventional				
OneSite Leasing & Rents - Affordable (HUD)				
OneSite Leasing and Rents - Affordable (HUD/Tax) Combo				
OneSite Leasing & Rents - Affordable (Tax Credits)				
OneSite Leasing & Rents - Student Living				

Core Property Management Suites Include:	OneSite	Spend Management	LeasingDesk	FTE/SDE/ODE	Other Services
	Leasing & Rents	OpsBuyer/OpMarket	Screening Enterprise ⁽¹⁾	SDE-Vardi Synergy-Accounting Integration	Platinum Support (extended hours)
	Facilities	OpInvoice ⁽¹⁾	Premium Eviction	SDE-Standard Resident Utility Billing	Hot Backup
	Central Reporting	Compliance Depot	Adverse Action Letter	SDE/ODE - Blue Moon	Online Training Database
	Affordable Waitlist			UDS Extract	
	Service Request Mobile App				

Core Property Management Suite - Options

	ILF	Access Fee ⁽¹¹⁾	Pricing Method ⁽⁶⁾
Additional Screens over PPU allowance ⁽¹⁾			
LeasingDesk Screening Credit Optimizer			
LeasingDesk Screening Business Credit Reports			
LeasingDesk Screening Criminal Premium Search - North Carolina AOC ⁽¹⁾			
LeasingDesk Screening Premium Criminal - Conventional (Colorado Only)			

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LeasingDesk Screening Premium Criminal - Affordable (Colorado Only)			
LeasingDesk Screening Out of Network Criminal Search ⁽⁴⁾			
LeasingDesk Screening Criminal Recertification			
OFAC Monitoring			
Windsor Services Compliance Monitoring ⁽¹⁾⁽⁴⁾			
Windsor Services - ADA Accessibility Plan			
Windsor Services - Asset Management Inspection			
Windsor Services - On-site Compliance Services			
Business Intelligence Reporting			
OneSite Accounting			
OneSite Accounting-Consolidations			
OneSite Accounting-Non Multi-Family Entities			
Subproperty Accounting			
OneSite Budgeting			
Historical Data Access ⁽⁴⁾			
Online Training Database (unlimited user databases)			
Learning Management System			
SDE - Convergent Billing			
SDE - NWP			
SDE - Collection Interface			
ODE - Collection Interface Fair Collections & Outsourcing (FCO)			
ODE - Collection Interface - National Credit Systems (NCS)			
All Available UATs			
Pricing and Availability Web Service			
Prospect Management Web Service			
All Other SDEs and ODEs			
Professional services - hourly rates for Statements of Work			
Developers			
Other professionals			

Resident Portal Suite Includes :
RealPage Resident Portal
Online Renewals
RealPage Payments
RealPage Payments Implementation Fee

ActiveBuilding Resident Portal Suite Includes :
 ActiveBuilding
 Online Renewals
 RealPage Payments
 RealPage Payments Implementation Fee
 My Utility Connection

ACH Origination
ACH Returns
IRD Origination
IRD Returns
IRD Adjustment
eMoney Order
R29 Block
Tel-IVR Origination

Qualified
 Mid-Qualified
 Non-Qualified
 Regulated Debit

Credit	Checkcard	Rewards
[REDACTED]		

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RealPage Schedule of Charges

Chargebacks Credit Card Return Fee Voice Authorizations			
Resident Portal - a la Carte Pricing	ILF	Access Fee ⁽¹¹⁾	Pricing Method ⁽⁶⁾
RealPage Resident Portal			
Online Renewals			
RealPage Payments			
ActiveBuilding			
ActiveBuilding Concierge			
Resident Portal Suite - Options	ILF	Access Fee ⁽¹¹⁾	Pricing Method ⁽⁶⁾
RealPage Payments Subproperty (per additional bank account)			
Single Feed Scanner-Lease Option			
Auto Feed Scanner-Lease Option			
Auto Feed Scanner - Purchase			
High Speed Batch Scanner - Purchase			
Franker Ink Cartridge			
ActiveBuilding Barcode Scanner			
ActiveBuilding Signature Pad			
Sales and Marketing Systems	ILF	Access Fee ⁽¹¹⁾	Pricing Method ⁽⁶⁾
Core Marketing Suite I (LeaseStar Website)			
Includes:			
LeaseStar Community Websites with Mobile ⁽¹²⁾			
3d Floor Plans (7 floor plans Included) - Limited License			
LeaseStar Syndication			
LeaseStar Lead2Lease Lead Management System (includes 1-10 Toll Free Tracking Numbers)			
LeaseStar SEO Ongoing Service - Standard			
LeaseStar Check Availability (formerly Pricing & Availability)			
Online Leasing with eSignature			
Document Management (including 30GB per Site)			
LeaseStar Smart Leasing Tablet			
My Utility Connection			
Core Marketing Suite II (3rd Party Website)			
Includes:			
LeaseStar Syndication			
LeaseStar Lead2Lease Lead Management System (includes 1-10 Toll Free Tracking Nur			
LeaseStar Check Availability (formerly Pricing & Availability)			
Mobile Prospect Portal			
Online Leasing with eSignature			
Document Management (including 30GB per Site)			
My Utility Connection			
	ILF	Access Fee ⁽¹¹⁾	Pricing Method ⁽⁶⁾
Social Marketing Suite			
Social Marketing Suite Includes:			
LeaseStar Social Referrals (formerly RentMineOnline) ⁽¹³⁾			
LeaseStar Social Reputation Management			
LeaseStar Social Surveys			
LeaseStar Social Sharing			
Social Marketing - a la Carte Pricing	ILF	Access Fee ⁽¹¹⁾	Pricing Method ⁽⁶⁾
LeaseStar Social Referrals (formerly RentMineOnline) ⁽¹³⁾			
LeaseStar Social Referrals Participation Incentives (formerly RentMineOnline)			
LeaseStar Social Referrals - Additional Campaigns			
LeaseStar Social Reputation Management			
LeaseStar Social Surveys			
LeaseStar Social Sharing			
Leasing Portals - a la Carte Pricing	ILF	Access Fee ⁽¹¹⁾	Pricing Method ⁽⁶⁾

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RealPage Schedule of Charges

Custom Website Design	
LeaseStar Community Website ⁽¹⁾	
LeaseStar Mobile Community Website	
LeaseStar Community Websites with Mobile ⁽⁹⁾	
Gallery Theme Change Fee	
LeaseStar Custom 3D Floor Plan Change Fee	
Online Leasing Basic	
Online Leasing with eSignature ⁽¹¹⁾	
DocuSign e-Signature	
Mobile Prospect Portal	
Document Management (Including 30GB per Site)	
Additional 10GB of Document Management Storage	

Student Leasing Portals	ILF	Access Fee ⁽¹¹⁾	Pricing Method ⁽⁹⁾
Online Leasing Student Living & Roommate Matching (Includes eSignature), without website			
Online Leasing Student Living & Roommate Matching (Includes eSignature) with LeaseStar Community Website with Mobile			

Leasing Portal - Options	ILF	Access Fee ⁽¹¹⁾	Pricing Method ⁽⁹⁾
LeaseStar SEO Ongoing Service - Advanced			
LeaseStar Smart Leasing Tablet			
LeaseStar Custom 3D Floor Plan with High Resolution Print Option			
LeaseStar Custom 3D Floor Plan with High Res Print Option & Animated Walk-Through			
2D/3D Floor Plan Template (Greystar) - Limited License ⁽¹¹⁾			
2D/3D Floor Plan Template (Greystar) - Full License with High Resolution Print Option			
3D Floor Plans for K7 Websites - Limited License (includes 7 floor plans)			
3D Floor Plans for K7 Websites - Limited License (each additional)			
Panoramic Floor Plans - Limited License (includes 7 floor plans)			
Panoramic Floor Plan - Limited License (each additional)			
Interactive Site Maps (Limited License)			
LeaseStar Community Search - Direct Links to LeaseStar Community Website			

Third Party Ad Management	ILF	Access Fee ⁽¹¹⁾	Pricing Method ⁽⁹⁾
LeaseStar Syndication			
LeaseStar Lead2Lease Lead Management System (Includes 1-10 Toll Free Tracking Numbers)			
LeaseStar Check Availability (formerly Pricing & Availability)			
LeaseStar Check Availability (formerly Pricing & Availability)			
LeaseStar eMail Campaigns Unlimited			
LeaseStar 1 to 5 Toll-Free Tracking Numbers			
LeaseStar Classified Service			
LeaseStar Premium MyNewPlace Listing with Guarantee			
LeaseStar Premium MyNewPlace Listing with Guarantee - Affordable			
LeaseStar Premium Lead Subscription (20)			

Contact Center Services ^{(16) (17) (18)}	ILF	Access Fee ⁽⁵⁾	Pricing Method ⁽⁹⁾	Annual Guest Card Allotment
Leasing Call Products				
All Leasing Calls and all Emails				
Missed Leasing Calls and all Emails				
After Hours Only Leasing Calls and all Emails				
All Calls - no emails				
Missed Leasing Calls - no Emails				
After Hour Leasing Only Calls - no Emails				
Click to Chat				
Instant Call Reply				
Service Call Products				
All Maintenance Calls				
Missed Maintenance Calls				
After Hours Maintenance Calls				

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RealPage Schedule of Charges

Local Line Rollover ⁽¹⁹⁾

Local Office Line Rollover

Resident Support

Payment Support

Online Renewals Support

Online Leasing Support

Toll Free Tracking Numbers

Additional Toll Free Tracking Numbers

Variable Rate Pricing ⁽²⁰⁾

All Leasing Calls and all Emails

Missed Leasing Calls and all Emails

Guest Cards -
Up To

ILF

Monthly
Access FeeAdditional Guest
Cards**YieldStar**

ILF

Access Fee ⁽¹⁾Pricing Method ⁽⁶⁾

*Site Owner(s) who purchased a license for the YieldStar Price Optimizer -
Conventional Product Center on or before 11/30/2010*

YieldStar Price Optimizer - Conventional ⁽²¹⁾

OR

YieldStar Price Optimizer - Conventional ⁽²¹⁾

*Site Owner(s) who purchased a license for the YieldStar Price Optimizer -
Conventional Product Center after 11/30/2010*

YieldStar Price Optimizer - Conventional ⁽²¹⁾Pricing Advisory Services ⁽²²⁾

YieldStar Pricing and Availability API

YieldStar Price Optimizer - Decision Support

Business Intelligence Designer

YieldStar Training

YieldStar Management Transfer Fee

Spend Management

ILF

Access Fee ⁽¹¹⁾Pricing Method ⁽⁶⁾

OpsInvoice Invoice Processing Fee

OpsBuyer/OpsMarket - Secondary Account

VelocityImplementation
and Training (per
Unit)Access Fee ⁽¹¹⁾Pricing Method ⁽⁶⁾Billing: Convergent Bill (one utility) ⁽²⁴⁾Advanced A/P Extract Services ^{(23) (25)}Advanced Bill Payment Services ^{(23) (25)}

Velocity Services-Vacant Cost Recovery-without IP

Vacant Cost Recovery - Per Occurrence ⁽²⁷⁾Submeter Reads - Automated ⁽²⁸⁾Submeter Reads - Manual ⁽²⁸⁾

Submeter Maintenance Agreement-Water

Additional Allocated Utility Charges ⁽²⁹⁾Additional Flat Utility Charges ⁽²⁴⁾Transactional Allocated Utility Charges ⁽³⁰⁾

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RealPage Schedule of Charges

Transactional Flat Utility Charges ⁽¹⁾ Excess Resident Billing Charges - Convergent Bill ⁽²⁾⁽³⁾ Excess Resident Billing Charges - Standard Utility Bill ⁽¹⁾⁽⁴⁾ Excess Utility Invoice Charges ⁽⁵⁾			
Yardi	Conversion/ Setup Fee ⁽¹⁾	Access Fee ⁽¹⁾⁽¹⁾	Pricing Method ⁽⁶⁾
Yardi Stack			
Yardi Stack Includes: OpsBuyer/OpsMarket OpsInvoice ActiveBuilding LeaseStar Lead2Lease Lead Management System (includes 1-10 Toll Free Tracking Numbers) eRenterPlan Renter's Insurance RenterProtection Blanket Insurance			
Yardi - a la Carte Pricing	Conversion/ Setup Fee ⁽¹⁾	Access Fee ⁽¹⁾⁽¹⁾	Pricing Method ⁽⁶⁾
OpsBuyer/OpsMarket			
OpsInvoice			
OpsInvoice Invoice Processing Fee			
ActiveBuilding			
ActiveBuilding Concierge			
LeaseStar Lead2Lease Lead Management System (includes 1-10 Toll Free Tracking Numbers)			

NOTES:

1	Notwithstanding anything to the contrary in the Governing Documents, in addition to a \$1,200 Conversion and Setup Fee for the Core Property Management Suite utilizing RealPage Conversion Services as set forth in the applicable Statement of Work, Site Owner will also pay an Initial License Fee as outlined below:			
	ActiveBuilding Resident Portal Suite Core Marketing Suite I	ActiveBuilding Resident Portal Suite Core Marketing Suite II	RealPage Resident Portal Suite Core Marketing Suite I	RealPage Resident Portal Suite Core Marketing Suite II
2	The OpsInvoice Invoice Processing Fee Product Center is not included with the OpsInvoice Product Center and must be purchased separately.			
3	The inclusion of any LeasingDesk Renters Insurance products in this SOC is solely for pricing purposes, and does not in any way obligate any RealPage Party to provide such products except for Multifamily Internet Ventures, LLC ("MIV"). The provision of such products is governed by the Advertising Space Rental Agreement between MIV and Manager, dated February 10, 2010, as amended, or any subsequent agreement between MIV and Manager.			
4	Notwithstanding anything in the Governing Documents to the contrary, the "true up" Fee calculation for the LeasingDesk Screening Enterprise Product Center will be based on: (i) a 25% "cushion" instead of the standard 10% described in the applicable Overage Fees section of the Definition of Terms; (ii) a portfolio-wide true-up with Transaction overages at Sites offset against Transaction under-utilization at other Sites in Manager's portfolio, such that, on a portfolio-wide basis, the excess and under-utilized Transactions shall be netted out; and (iii) Manager's responsibility to pay RealPage any overage Fee identified by the true-up calculation. For illustrative purposes, if the Sites licensing the LeasingDesk Screening Enterprise Product Center in Manager's portfolio contain 100,000 Units in aggregate during a 12 month License Term, those Sites would be entitled to run a total of 125,000 Transactions during such License Term without incurring a "true up" Fee. If the Sites run 125,001 or more Transactions during such License Term, Manager shall pay a "true up" Fee for every Transaction over the 100,000th Transaction, beginning in the month the overage first occurred and continuing in each month thereafter for the remainder of the then current License Term.			
5	The Access Fees listed herein are applicable to Sites with more than 100 Units and less than 500 Units as described in the Second Amendment to the RealPage One Master Agreement.			
6	If the pricing method is identified as per 'Unit/Bed' for a Product Center, the Fees will be billed on a per-Bed basis for any Student Living Site (as defined in the Definition of Terms), and on a per-Unit basis for any other type of Site, for such Product Center.			
7	Notwithstanding the Fees shown above, the Fees for the Criminal Premium Search - North Carolina AOC Product Center for any Site located in North Carolina shall be \$0 per Transaction.			
8	The Fees for the LeasingDesk Screening Out of Network Criminal Search Product Center are for statewide and/or county level manual searches. The Fees for all other county or statewide Out of Network Criminal Searches shall be displayed in the Product Center prior to Site Owner's confirmation of each Transaction and can also be found listed in the LeasingDesk Screening Definition of Terms, which are located at https://realpage.secure.force.com/cportal .			
9	The License for the Historical Data Access Product Center entitles Site Owner to access the Core Property Management Suite for the sole purpose of reviewing historical data, and notwithstanding anything in the Master Agreement to the contrary, the Initial License Term shall begin on the cancellation or termination of the License for the Core Property Management Suite and end on the 60th day thereafter with no auto-renewal. If Site Owner desires an additional License Term for the Historical Data Access Product Center, Site Owner must purchase such separately.			
10				

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RealPage Schedule of Charges

11	Notwithstanding anything to the contrary in the Governing Documents, any Access Fees billed on a per-Site basis for any Sites with more than 500 Units shall be increased in proportion to the number of Units over 500, but in no case shall a Site be treated as if it has more than 1000 Units for the Product Centers to which this footnote applies (e.g., the Access Fees for a Site with 1400 Units would be 200% of the Access Fees identified on the SOC for the applicable Product Center). The Access Fees billed on a per-Site basis for any Site with fewer than 100 Units shall be converted to a per-Unit basis by dividing the per-Site Access Fees by 100 and multiplying that amount by the number of Units at the Site.
12	Site Owner may choose from Greystar's pre-existing five customized LeaseStar Community Website templates for the portfolio and seven 2D/3D Express Floor Plan - Limited License Product Centers per Site.
13	The Online Leasing with eSignature Product Center does not include the LeaseStar Community Website Product Center when purchased a la carte.
14	Site Owner may choose from Greystar's customized 2D/3D Express Floor Plan templates, the design of which shall be governed by a separate SOW.
15	The LeaseStar Social Referrals Participation Incentives and corresponding campaign Fees are not included with this Product Center and must be purchased separately.
16	The LeaseStar Level One Contact Center Product Center includes five toll free tracking numbers per Site at no additional cost. Each additional number [REDACTED] per month.
17	The actual number of guest cards or service calls (the Allotment) generated during any one-year License Term may not exceed the annual allotment projection by more than 10 percent. In the event of an excess, the provisions in the Definition of Terms shall govern. The License for the LeaseStar Level One Contact Center Product Center is subject to cancellation by either party on thirty (30) days' written notice for any reason and with no cancellation fee, liquidated damages or other Fees; provided, however, Site Owner is liable for any Fees outstanding prior to cancellation.
18	Notwithstanding anything in the Governing Documents to the contrary, for purposes of calculating any Access Fees billed on a per-Unit basis for Sites with more than 350 Units, the LevelOne Contact Center Product Center shall not be considered a Service Component Product Center.
19	Local Line Rollover routes calls from a Site's local number to either contact center (leasing and service) by a message tree with a 3rd option to leave a voicemail for other inquiries. Local Line Rollover must be used with both Leasing & Service Calls. The License for the Local Line Rollover Product Center is subject to cancellation by either party on thirty (30) days' written notice for any reason and with no cancellation fee, liquidated damages or other Fees; provided, however, Site Owner is liable for any Fees outstanding prior to cancellation.
20	For the the LeaseStar Level One Contact Center Product Center, the starting variable rate level is determined based on the Site's anticipated guest card volume. RealPage will automatically adjust the Invoice monthly, if necessary, to the appropriate rate level based on the previous month's guest card volume.
21	Notwithstanding anything in the Governing Documents to the contrary, (i) if a Site has more than 500 Units, the Site will be treated as if it has 500 Units for purposes of calculating the Access Fees for the YieldStar Price Optimizer - Conventional Product Center for such Site for any License Term commencing on or after January 1, 2014 and before December 31, 2015, (ii) if a Site has more than 1000 Units, the Site will be treated as if it has 1000 Units for purposes of calculating the Access Fees for the YieldStar Price Optimizer - Conventional Product Center for such Site for any License Term commencing on or after January 1, 2016 and before December 31, 2016, and (iii) for any License Term commencing on or after January 1, 2017, the Access Fees for the YieldStar Price Optimizer - Conventional Product Center shall be calculated based upon the actual number of Units at a Site.
22	
23	Advanced Utility Invoice processing with AP Extract and Bill Pay includes Velocity's Advanced Energy Management Reporting Suite.
24	Site Owner shall pay a per bill surcharge for each Resident Invoice sent in excess of one hundred and ten percent of the Units at the Site for Sites that send multiple Resident Invoices to more than 10% of units.
25	Site Owner shall pay per account for the A/P Extract Product Center in excess of 1 per 3 Units. RealPage is not responsible for Invoice payments to Site Owner using the A/P Extract Product Center.
26	Includes all Utility Types and applies on a per utility basis.
27	Daily Vacant Cost Recovery requires Site Owner to license either the Advanced A/P Extract or Advanced Utility Bill Payment Services Product Center.
28	Notwithstanding anything in the Governing Documents to the contrary, RealPage Party shall charge a Fee for the Windsor Services - Compliance Monitoring Product Center calculated on a Compliance Unit basis for each Site, based on the number of Compliance Units at that Site, and not for Units that are not Compliance Units at such Site. A "Compliance Unit" is a Unit for which Manager provides state and federal program compliance monitoring, compliance audits and inspections, and other consulting services for a Site Owner participating in certain government funded programs on the Effective Date.

Intending to be legally bound hereby, each party hereto has caused its authorized representative to execute this SOC.

RealPage, Inc.

By: W. Bryan Hill

Its: Chief Financial Officer

Manager Greystar Management Services LP

011AE85C2A9C8

Signature

Gardner Rees

Print Name

Managing Director

Title

RealPage Confidential**Definition of Terms**

This "Definition of Terms" is subject to and by this reference made a part of the Schedule of Charges (the "SOC") and the RealPage One Master Agreement between RealPage and Manager (the "Master Agreement"). Capitalized terms used in this Definition of Terms that are defined in the SOC or Master Agreement and not otherwise defined herein shall have the meaning assigned in the SOC or Master Agreement.

Definition of Terms Applicable to All Product Centers

Initial License Fee ("ILF") – A one-time, non-refundable Fee charged for each Product Center for each Site listed on an Order Form. The ILF is invoiced within 15 days of the execution of such Order Form, and is due immediately upon invoice. If a Product Center is not Activated within one year of the date of execution of the Order Date, then the ILF for such Product Center shall be forfeited. The ILF for all Product Centers for any Site with more than 500 Units shall be increased in proportion to the number of Units in excess of 500 (e.g., the ILF for a Product Center for a Site with 750 Units would be 150% of the ILF identified on the SOC for such Product Center). The ILF for all Product Centers for any Site with fewer than 100 Units shall be reduced in proportion to the number of units under 100 (e.g., the ILF for a Product Center for a Site with 75 Units would be 75% of the ILF identified on the SOC for such Product Center); provided, however, Sites with fewer than 30 Units will be treated as if they have 30 Units.

Access Fees – Recurring monthly or yearly Fees that are invoiced on the earlier of the Activation date or the "Default License Term Start Date" indicated on the Order Form for each Product Center. If a Product Center is not Activated before the Default License Term Start Date due solely to the actions or inactions of the RealPage Parties, then the Access Fees for such Product Center will not be invoiced until such Product Center is Activated. If a Product Center is not Activated due in any part to actions or inactions of Site Owner, then the Site will continue to be invoiced on the earlier of the Activation date or the Default License Term Start Date.

- For purposes of calculating any Access Fees billed on a per-Unit basis, Sites with fewer than 30 Units will be treated as if they have 30 Units. Except for Service Component Product Centers (as defined below), if a Site has more than 350 Units, any Access Fees billed on a per-Unit basis shall be reduced by 50% for each Unit in excess of 350 (e.g., the Access Fees for a Product Center for a Site with 450 Units would be 88.9% of the Access Fees identified on the SOC for such Product Center: $(350 \times 100\% + 100 \times 50\%) / 450 = 88.9\%$).
- Any Access Fees billed on a per-Site basis for any Sites with more than 500 Units shall be increased in proportion to the number of Units over 500 (e.g., the Access Fees for a Product Center for a Site with 750 Units would be 150% of the Access Fees identified on the SOC for such Product Center). The Access Fees billed on a per-Site basis for any Site with fewer than 100 Units shall be converted to a per-Unit basis by dividing the per-Site Access Fees by 100 and multiplying that amount by the number of Units at the Site (e.g., the Access Fees for a Product Center with a per-Site Fee of [REDACTED] for a Site with 75 Units would be [REDACTED] provided, however, Sites with fewer than 30 Units will be treated as if they have 30 Units.
- Access Fees paid on a monthly basis are invoiced 45 days in advance and prorated for an initial partial month (e.g., for a Product Center Activated on July 3rd, Site Owner would be invoiced (i) on or around July 15th for Access Fees for 29 days in July, the month of August, and the month of September, (ii) on or around August 15th for Access Fees for the month of November, (iii) etc.).
- Access Fees paid on a yearly basis are invoiced on the next bi-monthly billing cycle date after Activation and prorated for any partial year included in the initial License Term (e.g. for a Product Center Activated on July 3rd with an initial License Term expiring on the following December 31st, Site Owner would be invoiced on or around July 15th for 182/365 of the Access Fees).

Commercial Sites – Any Products priced according to a square footage measure shall be calculated using the greater of (i) the actual square footage of the Site or (ii) 30,000 square feet and no Unit or Site based discounts or surcharges shall apply.

Credit of Annual Fees Upon Sale or Transfer – If a License for which Site Owner paid an annual Access Fee is cancelled pursuant to the terms of Section 3 of the Master Agreement, RealPage shall retain an amount equal to the effective monthly Access Fee for such license multiplied by the number of months Site Owner used the License prior to the effective date of cancellation and will issue a credit to Site Owner for the balance. For purposes of calculating any credit due Site Owner, the "effective date of cancellation" shall be the first day of the month following the effective date of the cancellation notice. Since the annual Access Fee paid by Site Owner represents a discounted amount over the Access Fee RealPage would have normally received if paid on a monthly basis, the effective monthly Access Fee for such cancelled License shall be equal to the annual Access Fee paid by Site Owner multiplied by a factor of 1.2.

EXAMPLE 1: Site Owner pays an annual License Fee of \$1,000 and uses the License for seven (7) months prior to the effective date of cancellation. RealPage will retain \$700 $[(\$1,000 \times 1.2) \times 7/12]$ and issue a \$300 credit to Site Owner $(\$1,000 - \$700)$.

EXAMPLE 2: Site Owner pays an annual License Fee of \$750 and uses the License for three (3) months prior to the effective date of cancellation. RealPage will retain \$225 $[(\$750 \times 1.2) \times 3/12]$ and issue a \$525 credit to Site Owner $(\$750 - \$225)$.

Military Sites – Military Product Centers shall not be subject to the large Site discounts set-forth herein.

Transaction Fee – A recurring Fee charged per Transaction that is invoiced after the billing cycle in which such Transaction(s) occurred. A "Transaction" shall be the unit of measure for a Product Center, the performance of which by a RealPage Party shall advance the billable count by one. As to a particular Product Center, the applicable type of Transaction(s) shall be identified on an Order Form or in this Definition of Terms.

Implementation Fee – A one-time, non-refundable Fee charged for the implementation of a Product Center for each Site listed on an Order Form. The Implementation Fee is invoiced within 15 days of the execution of such Order Form, and is due immediately upon invoice.

Transfer Fee – A one-time, non-refundable Fee identified on the SOC or an Order Form charged whenever the management of a Site is transferred from one Manager to another. Certain Product Centers may require an additional Transfer Fee, which shall also be identified on the SOC or an Order Form. The Fee is due from the Site Owner or new Manager and will be invoiced upon notification of the transfer.

Mandatory Consulting and Training Services – If Site Owner is purchasing certain Product Centers for the first time, Site Owner shall be required to purchase separately certain consulting and training services to enable the RealPage Parties to configure, support and train Site Owner to use such Product Center(s). Such mandatory consulting and training services shall be identified on the SOC or an Order Form, and subject to an SOW executed contemporaneously or subsequently by the parties.

Multiple or Phased Sites – For purposes of calculating Fees, phased Sites or multiple Sites managed from a single location will be treated as a single Site with a Unit count equal to the combined number of Units in all of the phases.

Mobile/Wireless Product Centers – In order to utilize any Product Center with designated mobile/wireless functionality, Site Owner is responsible for providing the necessary mobile devices with Internet connectivity.

Service Component Product Center – A Service Component Product Center is a Product Center which involves a significant labor component that scales with the size of a Site, and includes all LeasingDesk® Screening Product Centers, all Velocity Utility Billing and Metering Product Centers, the YieldStar Pricing Advisory Services Product Center, all Level One Contact Center Product Centers, the OpsInvoice Product Center, and all compliance, implementation, training, consulting, migration, and advisory services.

Suites – Suites are bundled offerings composed of multiple Product Centers. Site Owner shall pay the Access Fees for the Suite upon Activation of the first Product Center in the Suite to be Activated. The expiration or termination of the License for one or more Product Centers in a Suite will not result in a change to the Fees identified for the Suite in the SOC or an Order Form.

Student Living Site – A Site where Site Owner executes a lease agreement with residents on a per-Bed basis instead of a per-Unit basis. If the pricing method identified on the SOC or an Order Form for a Product Center is per-Unit/Bed, then the Fees for such Product Center Licensed at a Student Living Site shall be billed on a per-Bed basis. Additionally, for purposes of applying any of the provisions of the SOC or Definition of Terms to a Product Center billed on a per-Bed basis, any reference to "Unit" shall be replaced with "Bed".

Units – For purposes of calculating Fees, all Units at a Site are counted, including models, corporate, out-of-service, unoccupied or any other type of Unit.

User Access Testing ("UAT") Server – A dedicated database that has been set aside for Site Owner to test future releases of Product Centers. The applicable Product Specifications will identify which Product Centers are available on a UAT Server:

**Definition of Terms Applicable to
OneSite® Product Centers**

Subproperty Fees – If a Site is utilizing the subproperty accounting functionality in any OneSite Leasing & Rents Product Center, the subproperty Units will be treated as a single Site for purposes of calculating the ILF, and Site Owner will be required to pay an additional ILF as indicated in the SOC. Additionally, the Access Fees for the subproperty Units will be invoiced based upon the aggregate number of Units at a Site. If the aggregate Units for all subproperty Units at a Site is more than 500, Site Owner shall pay the surcharge(s) described in the Definition of Terms Applicable to All Product Centers.

Data Conversion – Site Owner shall pay additional Fees for RealPage's assistance to format Site Owner Data for uploading into the OneSite Product Centers.

**Definition of Terms Applicable to
LeasingDesk® Screening Product Centers**

Screening Transactions – When used in the Governing Documents, Transactions for a Screening Product Center shall mean the submission of the type of screen identified in the applicable Product Specifications for the Product Center purchased by Site Owner. RealPage reserves the right to adjust the Fees for processing Transactions at any time by providing written notice to Site Owner and the adjusted Fee shall become effective on the date identified in the written notice. Site Owner's continued acceptance of the Screening Product Center for which the Fee was adjusted shall constitute Site Owner's agreement to be bound by the adjusted Fee. Site Owner may terminate the License for a Screening Product Center whose Fee has been adjusted prior to such adjustment by providing written notice to RealPage unless such Fee was adjusted due to an increase in charges to RealPage by any third party.

Overage Fees – Notwithstanding anything herein to the contrary, the Access Fee for a Screening Product Center that is not billed on a per-Transaction basis is an amount equal to the number of Units at the Site multiplied by the per-Unit Access Fee multiplied by the Projected Percentage Utilization (the "PPU") for each Site set forth on the SOC or Order Form. The PPU represents the projected number of Transactions run for the Site in a year, divided by the total number of Units at the Site rounded to the nearest 5%. If the actual number of Transactions run for the Site during a License Term exceeds the projected number of Transactions used in establishing the PPU for the Site by more than 10%, then RealPage will invoice and Site Owner shall pay a "true up" Fee equal to the actual number of Transactions minus the projected number of Transactions multiplied by the per-Unit Access Fee (multiplied by 12 for a Site Owner paying a monthly Access Fee), beginning in the month the overage first occurred and continuing in each month thereafter for the remainder of the then current License Term. For any Product Center that includes multiple types of Transactions, a separate overage calculation and "true up" Fee shall be determined for each type of Transaction.

If the Screening Product Center is one of two or more RealPage Product Centers that Site Owner and RealPage have agreed to bundle into a suite with Access Fees billed on a per-Site basis, Site Owner shall still be required to pay a "true up" Fee for any overage. If the actual number of Screening Transactions run for the Site during a License Term exceeds the number of Units at the Site by more than 10%, then RealPage will invoice and Site Owner shall pay a "true up" Fee equal to the actual number of Screening Transactions minus the number of Units at the Site multiplied by the Fee per additional Transaction set forth on the SOC or Order Form, beginning in the month the overage first occurred and continuing in each month thereafter for the remainder of the then current License Term. For any Product Center that includes multiple types of Screening Transactions, a separate overage calculation and "true up" Fee shall be determined for each type of Screening Transaction.

Out of Network Criminal Search – Notwithstanding the Fees on the SOC, the Fees for the Screening Out of Network Criminal Search Product Center(s) vary according to the jurisdiction searched. Such Fees may be displayed in the Product Center prior to Site Owner's confirmation of each Transaction and can also be found in the following table:



Definition of Terms Applicable to Payments Product Centers

Subproperty Fees – If a Site is utilizing the subproperty functionality and requires multiple Bank Accounts, RealPage will invoice Site Owner a Fee of [REDACTED] for each additional Bank Account after the first unless otherwise indicated in the SOC. Additionally, the Access Fees for the subproperty Sites will be invoiced based upon the total number of Units per Site.

Electronic Debit – Site Owner authorizes RealPage to debit electronically from Site Owner's or the duly appointed agent of Site Owner's designated bank account all ACH and IRD Transaction Fees, Return and IRD Adjustment Fees, Hardware Fees, Hardware Shipping & Handling Fees, and Minimum Monthly Transaction Fees on the 15th of each calendar month.

Hardware – Different types of equipment necessary for Site Owner to purchase, lease, or loan to enable RealPage to provide Site Owner with the Payments Product Centers. All leased or loaned Hardware must be returned to RealPage upon any sale or transfer of a Site or if Manager otherwise loses Site management responsibility. All Hardware orders are subject to shipping and handling Fees.

- **Lease Option** – Hardware leased by Site Owner from RealPage shall be subject to and governed by a separate Lease Terms and Conditions. If the License for the Payments Product Center is terminated or expires, the Site is sold or transferred, or if Manager otherwise loses Site management responsibility, Site Owner shall so notify RealPage with 30 days prior written notice, and such lease shall terminate. Upon lease termination, Site Owner shall surrender the Hardware pursuant to the Lease Terms and Conditions.
- **Loan Option** – In order to qualify for a Hardware loan, Site Owner must commit to minimum monthly Transaction Fees of [REDACTED] and an initial License Term of two years for the Payments Product Center. If the License for the Payments Product Center is terminated or expires, the Site is sold or transferred, or if Manager otherwise loses Site management responsibility, Site Owner shall so notify RealPage with 30 days prior written notice, surrender the Hardware, and pay RealPage [REDACTED] multiplied by the number of months remaining in the License Term.

Check Scanner – Hardware used to convert paper checks into electronic items. The Single Feed Scanner has a dual camera that is used to take an image of the front and back of the check. The Single Feed Scanner comes with a franker cartridge that stamps void electronically presented on the checks. The Auto Feed Scanner has a double feed detect and scans up to 15 items per minute. It also features a built-in magnetic stripe reader for card processing and franking capabilities. The High Speed Batch Scanner scans up to 50 items per minute.

Sure Swipe™ Credit Card Reader – Hardware used to read credit cards that is required for Site Owner to process credit card Transactions face to face.

Payments Transactions – When used in the Governing Documents, Transactions for Payments Product Centers shall mean the following (each of which is an Entry):

- **ACH Transactions** – Automated Clearing House transactions such as:
 - Accounts Receivable Collection (ARC) – Check conversion for resident checks and consumer checks drawn on U.S. funds.
 - Preauthorized Payment and Deposit (PPD) – Single debit by means of an authorization form received at the point of sale.
 - Recurring – Recurring debit by means of an authorization form received at the point of sale.
 - Internet Initiated Entries (WEB) – Internet initiated single and recurring payments through a checking or savings account.

- **Image Replacement Documents ("IRDs")** – U.S. check drawn on U.S. funds, and check conversion for money orders, business checks, traveler's checks, government checks, convenience checks, cashier's checks, etc.
- **ACH and IRD Returns** – ACH and IRD items that are returned for non-payment. The most common return reasons are insufficient funds, an account being closed, inability to locate an account, invalid account number, and an unauthorized debit to a consumer account.
- **IRD Adjustment** – A Paper Item returned by the Paying Bank for items processed as IRD, typically due to the item being mis-keyed.
- **eMoney Order** – A payment alternative for Residents to pay rent and other charges, which replaces money orders via acceptance of cash transactions at retail locations that are posted to the Site Owner's ledger.
- **IVR Telephone Payment** – A Transaction initiated by the Resident calling a phone number and keying in their payment information, which makes it possible to collect rent using a credit card.
- **R29 Blocks** – Also known as a debit block on a bank account which prevents RealPage from debiting a Resident's account for rent and other charges. Site Owner's Bank Account must identify RealPage's company ID to permit RealPage to process ACH debits and returns electronically.

RealPage reserves the right to adjust the Fees for processing Transactions at any time by providing written notice to Site Owner and the adjusted Fees shall become effective for the month immediately following the month in which written notice was provided. Site Owner's continued acceptance of the Payments Product Center for which the Fees were adjusted shall constitute Site Owner's agreement to be bound by the adjusted Fees. Site Owner may terminate the License for a Payments Product Center whose Fees have been adjusted prior to such adjustment by providing written notice to RealPage unless such Fees were adjusted due to an increase in charges to RealPage by any third party.

Credit Card Processing – When processing credit card Transactions, the Fees associated with credit card processing are not billed or invoiced by RealPage and are subject to a separate agreement between Site Owner and the applicable credit card processor:

- **American Express** will execute a card acceptance agreement directly with Site Owner or Manager that governs the use of American Express cards, including the rates charged for processing cards.
- **Qualified Credit Card Transaction** (known as card present transactions) – Transactions originated when the Resident comes into the office (face to face) and presents the card for payment using the Sure Swipe Credit Card Reader functionality.
- **Mid-Qualified Credit Card Transaction** (known as card not present transactions) – Transactions originated by the Resident through the RealPage Resident Portal Product Center or Transactions that are generated through the Scheduled Payments Setup Page by entering their payment information.
- **Non-Qualified Credit Card Transaction** (known as corporate card transactions) – Transactions originated using specific cards such as business, corporate or purchasing cards, which have a higher rate regardless if the Resident initiates the payment in the office or through the RealPage Resident Portal Product Center.
- **Credit Card** – A card with a revolving line of credit that requires the card holder to make at least a minimum payment in every month that a balance on the card exists. The card issuing bank lends money to the consumer to be paid to the merchant. It is different from a charge card, which requires the balance to be paid in full each month. In contrast, a credit card allows the consumer to 'revolve' their balance, at the cost of having interest charged.

- **Check Card** – A debit card that looks like and is used like a credit card, but the funding source is typically linked to the card holder's bank account. As each purchase is made, the purchase amount is automatically and immediately deducted from the bank account balance.
- **Regulated Debit Card** – A new tier of debit card with capped fees on certain debit card transactions. Any debit card issued by a "regulated" bank will fall into this tier, whether the Transaction is originated by card swipe, online, over the phone, recurring, etc. A "regulated" bank is one with over \$10 billion in assets.
- **Rewards Card** – A credit card that offers the opportunity to earn different types of rewards based on the consumer's usage of a particular rewards card. The way the consumer earns and accrues these rewards varies and will be detailed in the rewards card agreement.
- **World Card** – A credit card that is issued by an international bank or credit issuing institution.
- **Credit Card Chargeback** – occurs when a Resident requests a refund from their credit or debit card company.
- **Interchange** – A significant portion of the Fees that RealPage charges Site Owner for processing credit card and signature debit transactions represent charges that RealPage must pay to the card issuing banks (or that are otherwise charged to RealPage by MasterCard® and Visa®) under MasterCard and Visa (the "Associations") rules. These charges are often referred to as "Interchange Fees", or simply "Interchange". Interchange Fees are set by the Associations based upon a series of Interchange levels that the Associations establish and modify from time to time. Thus, the Interchange Fee charged for a given Transaction depends on the Interchange level applicable to that Transaction; and that Interchange level depends on a number of factors established by the Associations, such as the type of card presented, specific information contained in the Transaction, how and when the Transaction is processed, Site Owner's industry, and other factors. For a Transaction to qualify at any specific Interchange level, the applicable qualification criteria must be met. The Associations regularly add new Interchange levels, and change the Interchange rates and qualification criteria for existing Interchange levels. Actual fees shall be set forth on the RealPage Payments Schedule "A" pricing sheet provided to Site Owner during the implementation process.

Interchange Fees applied on every credit card Transaction

Tiered Discount Rate: Visa, MasterCard and Discover transactions will be processed at one of the rates below according to their qualifying Interchange Level (as described in the Interchange section below):	Credit	Check Card	Rewards
Qualified (Applies to transactions where the card is 'swiped' through a card reader)			
Mid-Qualified (Applies to card not present transactions)			
Non-Qualified (Applies to specific cards such as business, corporate or purchasing cards)			

Visa and MasterCard regulated debit Transactions will be processed at the rate below:

	Visa	MasterCard
Regulated Debit (Transactions coming from issuers with \$50 billion and above in annual assets)		

**Definition of Terms Applicable to
Velocity Utility Billing and Metering Product Centers**

Velocity Transactions – When used in the Governing Documents, Transactions for Velocity Product Centers shall mean the following:

- **Resident Utility Billing – Access Fees** include a ten percent overage allowance, therefore Site Owner will be invoiced for any Resident invoices sent in excess of 1.1 Resident invoices per Unit per month. The Convergent Billing Product Center is currently only available to Site Owners using RealPage OneSite or Yardi as Site Owner's property management system. Site Owners using RealPage OneSite will not pay an additional Fee for the OneSite Site Data Exchange Product Center.
- **Utility Invoice Processing Services – Access Fees** are calculated based upon a Site receiving one utility account number/meter for every 3 Units (e.g., a Site with 275 Units would have an allowance of 92 utility account number/meters). Site Owner shall pay the Fees identified on the SOC for each utility account number/meter in excess of 1 per 3 Units. RealPage is not responsible for invoice payments to Site Owner using the A/P Extract Product Center.
- **Vacant Unit Cost Recovery** – The Vacant Unit Cost Recovery Product Center cannot be purchased as a stand-alone Product Center. RealPage will identify Residents eligible for vacant Unit cost recovery from the Site's vacant utility bills and property management system, and bill such Residents for their portion of the charges. Site Owner shall pay the Fees identified on the SOC for the Vacant Unit Cost Recover Product Center for Resident invoices processed by RealPage that are pre-scanned or sent electronically, and Site Owner shall pay such Fees increased by 50% for Resident invoices processed by paper or fax.
- **Submeter Reads** – A Site shall qualify for the Submeter Scan Reads Product Center if the Site's submetering system is enabled for scan reads, the Site possesses a scanning device to read the meters, and the Site personnel perform the monthly reads and electronically transmit the read file to RealPage.

Third-Party Charges – RealPage reserves the right to adjust the Fees at any time to reflect increases in postage and other third-party charges incurred by RealPage in the course of providing the Velocity Product Centers.

Excess Resident Utility Billing – Site Owner shall pay the Fees identified on the SOC for the Utility Billing Product Center for each Resident invoice sent in excess of one hundred and ten percent of the Units at the Site for Student Living Sites or Sites that send multiple Resident invoices to more than 10% of the Units at the Site.

**Definition of Terms Applicable to
LeaseStar® Product Centers**

Property Management System Providers – Certain LeaseStar Product Centers support feeds from third-party Property Management System Providers ("PMSPs") to support functionality such as Unit pricing and availability, facilitating and monitoring social campaigns and surveys, and lead conversion analysis. Site Owner represents that, prior to granting the RealPage Parties direct access to any data feed necessary to provide a Product Center, Site Owner will obtain any authorizations necessary for such access from its PMSP. If any license or access fees are charged by Site Owner's PMSP for such access, such fees shall be borne by Site Owner.

Floor Plans and Photography – In substitution of the License granted in the Governing Documents for any LeaseStar Floor Plan or Photography Product Center listed on an Order Form, a RealPage Party grants Site Owner either a "Limited License" or a "Full License" as described below. The SOC, Order Form, or Product Specifications will identify whether a Floor Plan or Photography Product Center has a Limited License or Full License; provided, however, if not identified, the Product Center has a Limited License.

- **Limited License** – a limited, non-exclusive, non-sublicenseable, non-transferable license to access and utilize the Product Center solely for use with other compatible Product Centers, specifically excluding any syndication Product Centers. Site Owner may not modify, reproduce, retransmit, distribute, disseminate, sell, publish, broadcast, or circulate the Product Center provided under a Limited License. Such Product Center will be watermarked, and Site Owner is expressly prohibited from removing such watermarks. The RealPage Parties retain all rights not specifically granted to Site Owner in a Product Center provided under a Limited License.
- **Full License** – a non-exclusive, non-sublicenseable, non-transferable license to access, use, modify, reproduce, retransmit, distribute, disseminate, publish, broadcast, and circulate the Product Center. The RealPage Parties retain all rights not specifically granted to Site Owner in a Product Center provided under a Full License.

MyNewPlace – An Internet listing service located at www.MyNewPlace.com and subject to the following conditions:

Site Owner authorizes the RealPage Parties to gather Site Owner Data from publically available sources. Site Owner is responsible for ensuring the accuracy and completeness of such Site Owner Data. Site Owner is responsible for setting up any data feeds to the RealPage Parties for the purpose of marketing on www.MyNewPlace.com. The RealPage Parties reserve the right to display or remove Unit pricing and availability data from www.MyNewPlace.com at the RealPage Parties' sole discretion.

A RealPage Party will provide a phone tracking number to Site Owner as part of the MyNewPlace Product Center. Site Owner must use the phone number provided for tracking purposes. Site Owner is prohibited from displaying or referencing a Site-specific telephone number, e-mail address, or web site address in the description of the Site or in any other section of MyNewPlace where Site information is editable by Site Owner. Site Owner is further prohibited from adding customizable text to the Site name displayed on the MyNewPlace search results page or elsewhere on MyNewPlace (for example, Site Owner is prohibited from adding Site specials in the Site title to attract prospective residents). The RealPage Parties reserve the right, but are not obligated, to edit any Site information in violation of the foregoing guidelines.

Site Owner must provide Unit and affordable data for each Site to qualify for Affordable Housing and Under 50 Units pricing, where available.

A Site Owner who has purchased the LeaseStar Lead Program Product Center may limit the number of Unique Leads (as defined in the LeaseStar MyNewPlace Product Specifications) a Site receives during a month by providing written notice to the RealPage Parties by the 5th business day of such month or by entering the limit directly in the LeaseStar Marketing Center. When such Site reaches the limit set for that month, the RealPage Parties may remove the Site from further display for the remainder of that month. Site Owner shall not be obligated to pay for any Unique Leads sent in excess of the limit set for that month.

A Site Owner who has purchased the LeaseStar Lease Match Product Center shall be subject to the following conditions:

- If Site Owner produces an electronic record for a prospective resident from another source, where the first contact event pre-dates the Renter Activity (as defined in the LeaseStar MyNewPlace Product Specifications) for MyNewPlace.com, the Lease Match Fee for such prospective resident will be waived. Additionally, the Fee will be waived for Lease Matches (as defined in the LeaseStar MyNewPlace Product Specifications) as a result of resident referrals, employee leases, and model Units. The Fee will also be waived for Lease Matches as a result of inter/intra-Site transfers where there are less than thirty (30) days between leases. Only one-half (½) the Lease Match Fee is due for leases in duration of ninety (90) days or less, provided Site Owner includes the lease term in the move-in data file.
- All Lease Matches will be displayed in the LeaseStar Marketing Center. If Site Owner disputes any Lease Match displayed in the LeaseStar Marketing Center, Site Owner must notify the RealPage Parties in writing within fifteen (15) business days from the date the RealPage Parties deliver notice of such Lease Match displayed in the LeaseStar Marketing Center to Site Owner. Site Owner's failure to notify the RealPage Parties of a disputed Lease Match in writing within fifteen (15) business days shall act as Site Owner's acceptance of such Lease Match and as a waiver of any claim relating to such Lease Match and any associated Fees.
- As a condition to Site Owner using the LeaseStar Lease Match Product Center, in order to calculate the Lease Matches and ascertain the Fees owed by Site Owner, the RealPage Parties require a current, accurate, and complete move-in data file (in a format to be agreed upon by the parties) for each Site by the 5th business day of each month following the end of each billing month, or the parties may mutually agree that the RealPage Parties shall use an Application Programming Interface ("API") or similar system of electronic transfer to obtain move-in data from Site Owner. The move-in data file shall contain the following data for all move-ins during the previous month for each Site: first name, last name, all e-mail addresses, all phone numbers, move-in date, lease term, and Unit number.
- If Site Owner fails to authorize the RealPage Parties to obtain move-in data using an API or to provide the move-in data file to the RealPage Parties by the 5th business day of the month, the RealPage Parties may declare in writing that the Lease Match Product Center is inapplicable for such month and Site Owner shall be charged a flat fee rate of [REDACTED] per Site for that month. Site Owner is required to provide a current, accurate, and complete move-in data file for sixty (60) days following the termination or expiration of the License for the LeaseStar Lease Match Product Center in order to calculate Lease Matches, and Site Owner shall pay the RealPage Parties for all Lease Matches identified and billed within ninety (90) days of such termination or expiration.
- The move-in data file and the identifying information contained therein shall be the Confidential Information of Site Owner, which the RealPage Parties may use to identify Lease Matches, and use in sales, marketing, or benchmarking materials in an Aggregated Form.

Classified Service – Assists Site Owner with the use of certain Internet classified services (including, but not limited to, LiveDeal®, eBay® and other Internet classified services ("ICS"). Site Owner assumes all liability for the use of a Product Center in conjunction with an ICS and is responsible for compliance with all terms of use ("TOU") promulgated by such ICS, which the ICS may change from time to time without notice to Site Owner or the RealPage Parties. As a condition precedent to using a LeaseStar Product Center, Site Owner agrees not to:

- upload, post, email, transmit or otherwise make available any information, materials or other content that is illegal, harmful, malicious, threatening, abusive, harassing, defamatory, hateful, obscene, pornographic, offensive, false, fraudulent, invasive of another's privacy or promotes bigotry, racism, hatred or harm against any individual or group;
- post content outside of the single specific geographic area offered on an ICS for which that content is most relevant or post content outside of the single category or sub-category to which it is most relevant;

- use multiple email addresses, IP addresses, accounts, URL shortening, obfuscation or redirection or content obfuscation in connection with an ICS;
- allow any third-party or automated means to post content to an ICS or create or use an ICS account on behalf of Site Owner; or
- forge headers or otherwise manipulate identifiers in order to disguise the origin of any content transmitted through an ICS.

Social Product Centers – With respect to the LeaseStar Social Referrals Product Center, Site Owner appoints the RealPage Parties as a referral agent to conduct campaigns to solicit and refer potential residents to a Site. A RealPage Party may identify Site Owner in such party's materials so long as Site Owner approves such materials in advance. Site Owner will work with the RealPage Parties in good faith to submit and approve campaign materials in a timely manner, including any deadlines agreed to by the parties. If Site Owner does not respond to a request for approval of campaign materials within three (3) business days of receipt of such request, any such request will be deemed approved by Site Owner.

The LeaseStar Social Referrals Product Center entitles Site Owner to up to six (6) campaigns per Site per year. The LeaseStar Social Referrals Product Center requires Site Owner to purchase incentive cards for each campaign in an amount corresponding to the following minimums based upon the number of Units at the Site:

Units	Minimum Number of Incentives

The RealPage Parties reserve the right to charge Site Owner a processing Fee, as identified in the SOC, for the incentives.

As a condition to the RealPage Parties facilitating the LeaseStar Social Referrals campaigns, the RealPage Parties require a current, accurate, and complete list (in a format to be agreed upon by the parties) of the first name, last name, and e-mail addresses of all of the current residents of each Site prior to the launch of the campaign, or the parties may mutually agree that the RealPage Parties shall use an API or similar system of electronic transfer to obtain resident data from Site Owner.

In order to monitor the results of social campaigns, the RealPage Parties require a current, accurate, and complete move-in data file (in a format to be agreed upon by the parties) for each Site by the 5th business day of each month following the end of each billing month, or the parties may mutually agree that the RealPage Parties shall use an API or similar system of electronic transfer to obtain move-in data from Site Owner. The move-in data file shall contain the following data for all move-ins during the previous month for each Site: first name, last name, all e-mail addresses, all phone numbers, move-in date, move-out date, lease term, and Unit number.

With respect to the LeaseStar Social Surveys Product Center, Site Owner appoints the RealPage Parties as its agent to contact survey recipients identified by Site Owner through e-mail and conduct surveys on Site Owner's behalf.

As a condition to Site Owner using the LeaseStar Social Surveys Product Center, Site Owner must submit to the RealPage Parties an e-mail address list (in .csv or .xls format) of survey recipients for scheduled surveys. For touch point (event-driven) surveys, the RealPage Parties require the following data from Site Owner's PMSP: recipient's first name, recipient's last name, recipient's e-mail address, Site name, event type, event date.

As a condition to Site Owner using the LeaseStar Social Reputation Management Product Center to track ratings and reviews, Site Owner must submit to the RealPage Parties the unique identifier for each Site for each of the desired review web sites that LeaseStar Social Reputation Management supports: ApartmentRatings®, Yelp®, RentSocial®, and Google Places™. As a condition to tracking mentions using LeaseStar Social

Reputation Management, Site Owner must obtain authorization tokens and submit them to the RealPage Parties along with the appropriate Facebook® Fan Page ID and/or Twitter® handle for each Site.

With respect to the LeaseStar Social Reputation Management Product Center, Site Owner appoints the RealPage Parties as its agent to post pre-approved responses to ratings and reviews on supported social web sites on Site Owner's behalf. As a condition to the RealPage Parties posting pre-approved responses, Site Owner must enable the RealPage Parties, through steps outlined within the LeaseStar Social Reputation Management Product, to post such responses to the supported social web sites.

Site Owner covenants, represents, and warrants to the RealPage Parties that each person whose personal information Site Owner transmits to the RealPage Parties (including e-mail addresses) has authorized Site Owner to use such personal information for the provision of the Social Product Centers, including without limitation, the transmission of e-mail messages on Site Owner's behalf in connection with the Social Referrals and Social Surveys Product Centers.

Recording Telephone Conversations – Various LeaseStar Product Centers contemplate the recording of telephone conversations. For any calls between a RealPage Party and Site Owner's prospective residents, such RealPage Party will disclose to all incoming callers that the call may be recorded. The recording of telephone conversations is subject to regulation under certain state and federal laws. Depending upon applicable law, Site Owner may be required to obtain consent from Site personnel in order to lawfully record incoming or outbound telephone calls at the Site. With respect to incoming and outbound telephone calls at the Site, Site Owner bears sole responsibility for procuring all required consents (which it must present upon reasonable request by a RealPage Party), and hereby represents that it will notify all present and future employees whose duties include answering telephone calls provided by a RealPage Party (and tracked by a third-party vendor selected by a RealPage Party) that his/her conversations may be recorded and reviewed. Site Owner acknowledges that these representations and obligations are essential to the ability and a condition precedent to the obligation of RealPage to provide certain call recording services. Site Owner should consult with its own legal counsel for all issues concerning the recording of telephone conversations.

Third-Party Phone Tracking Number – If Site Owner purchases the LeaseStar Lead2Lease Lead Management System Product Center while Site Owner is using third-party tracking numbers and Site Owner provides such tracking numbers to the RealPage Parties, the LeaseStar Lead2Lease Lead Management System Product Center will track phone leads at no additional cost for so long as Site Owner is using such third-party tracking numbers.

**Definition of Terms Applicable to
Level One® Product Centers**

Usage Allotments - Allotments are based on the expected annual volumes for guest cards (Leasing) or work orders (Maintenance). During any one-year License Term, actual guest card and/or work order volumes may not exceed the applicable annual allotment(s) specified for each Product Center in the SOC. The allotment(s) will be prorated for any License Term shorter than one year (including in the case of early termination of a Product Center) by multiplying the annual allotment by the number of days in the License Term and dividing by 365. The RealPage Parties may (but are not required to) notify Site Owner if the guest card allotment will be exceeded during the License Term, and Site Owner shall pay a "true up" Fee, which shall be invoiced either (i) beginning in the month the overage first occurred and continuing in each month thereafter for the remainder of the then current License Term, or (ii) upon the expiration of the then current License Term. The "true up" Fee will be calculated on a portfolio-wide basis, such that in computing any "true up" Fees for a particular Product Center, the total number of guest cards or work orders, as the case may be, created by a RealPage Party in connection with that Product Center, for all Sites in Manager's portfolio utilizing that Service ("Portfolio Sites") shall be compared against the combined total of all allotments across all such Portfolio Sites for that Product Center. "True up" Fees will be calculated in accordance with the rates specified in the SOC per guest card or work order type, or if not specified in the SOC, the following amount: ■ per e-mail guest card, ■ per phone call guest card, ■ per chat session guest card, and ■ per work order. Notwithstanding anything to the contrary in the Governing Documents, RealPage shall look to Manager to pay, and Manager hereby agrees to pay to RealPage, all "true up" Fees. Manager may, in its discretion, re-allocate to, and collect any "true up" Fees from, the applicable Site Owner, but any failure by Manager to do so shall not affect its obligation to pay the RealPage Party.

Recording Telephone Conversations – Level One Product Centers contemplate the recording of telephone conversations. For any calls between a RealPage Party and Site Owner's prospective residents, such RealPage Party will disclose to all incoming callers that the call may be recorded. The recording of telephone conversations is subject to regulation under certain state and federal laws. Depending upon applicable law, Site Owner may be required to obtain consent from Site personnel in order to lawfully record incoming or outbound telephone calls at the Site. With respect to incoming and outbound telephone calls at the Site, Site Owner bears sole responsibility for procuring all required consents (which it must present upon reasonable request by a RealPage Party), and hereby represents that it will notify all present and future employees whose duties include answering telephone calls provided by a RealPage Party (and tracked by a third-party vendor selected by a RealPage Party) that his/her conversations may be recorded and reviewed. Site Owner acknowledges that these representations and obligations are essential to the ability and a condition precedent to the obligation of RealPage to provide certain call recording services. Site Owner should consult with its own legal counsel for all issues concerning the recording of telephone conversations.

**Definition of Terms Applicable to
Business Intelligence Product Centers**

System Requirements – The personal computers used to access any Business Intelligence Products must meet the following minimum system requirements:

- Internet Connection Speed: 56 kbps or faster
- Supported browsers:
 - Microsoft Internet Explorer® browser version 8.0 or higher
 - Mozilla® Firefox® browser version 14.0.1 or higher
 - Google® Chrome™ browser version 21.0.1 or higher

Business Intelligence Direct – Use of the Business Intelligence Direct Product Center requires Site Owner to separately obtain and utilize an ODBC-enabled client tool (e.g., Microsoft® Excel®, Access®, or SQL Server®, or SAP® Crystal Reports®).

Business Intelligence Exchange – Use of the Business Intelligence Exchange Product Center requires Site Owner to separately obtain and utilize Lite Speed®, a tool used to extract and uncompress downloaded backup files.

Publicly Available Data – Site Owner grants the RealPage Parties the authority to gather, access and use publicly available data or data obtained by the RealPage Parties through alternate channels, whether electronically, telephonically or via other data gathering techniques, to verify Site Owner Data or for other quality assurance purposes. Use by the RealPage Parties of such separately gathered data will not be limited to the Permitted Purposes specified in the Governing Documents.

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Order Form

4000 International Parkway Carrollton, Texas 75007

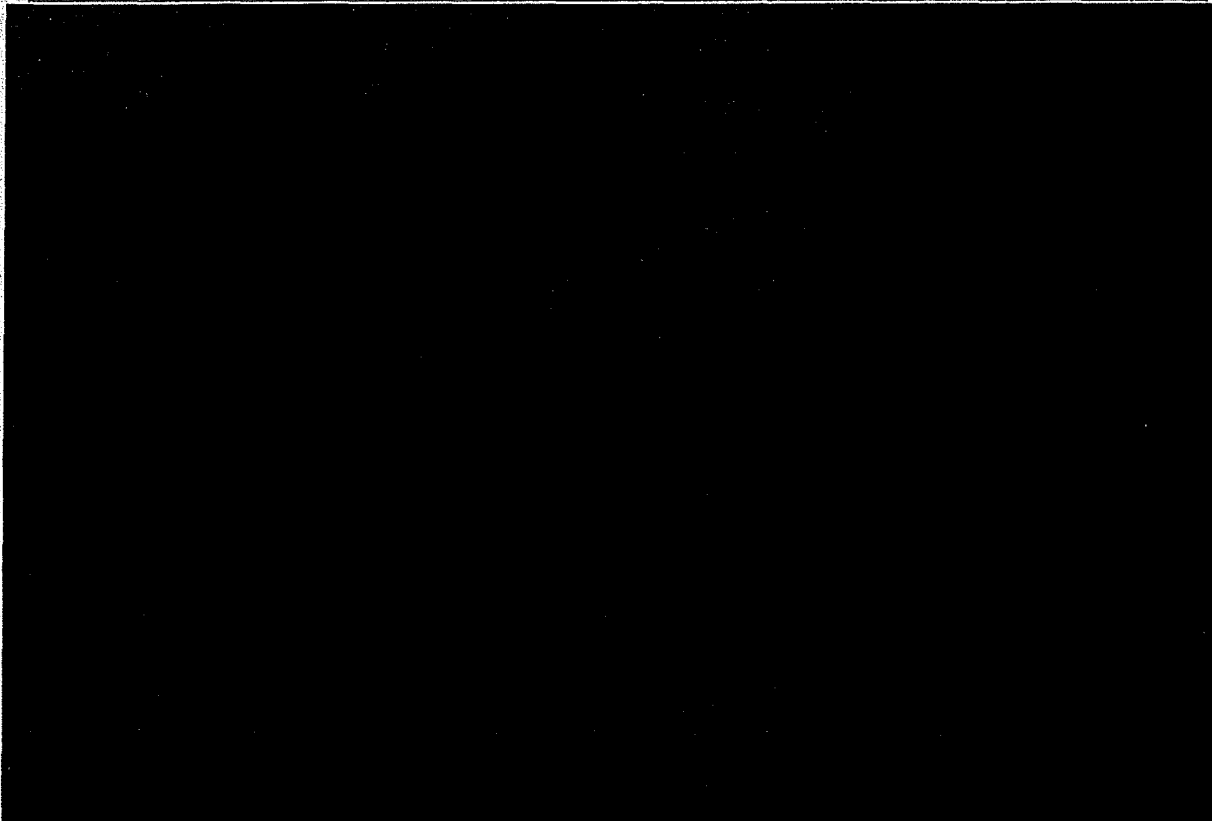
GREYSTAR MANAGEMENT SERVICES LP
600 LAS COLINAS BLVD E STE 2100
IRVING, TX 75039-5628
UNITED STATES
(972) 556-1700, (972) 556-8915 fax

Customer ID	Sites	Units/Beds	Sync Date
C0901 005 364	496		January 01
Order No	Quote Date	Exp Date	Default License Term Start Date
Q1506 000 857	06/24/2015	10/10/2015	N/A

This Order Form ("Order Form") is subject to and by this reference made a part of the RealPage One Master Agreement dated 01/01/2014 between RealPage, Inc. and the owner(s) of the Site(s) listed below ("Master Agreement"). Execution of this Order Form by RealPage, Inc. and such Site Owner(s) (either directly or through the agency of the Manager) shall obligate one or more of the RealPage Parties to provide and the Site Owner(s) to accept and pay for the Product Centers shown below, and creates a legally enforceable set of Governing Documents for each Site listed below. In the event of a conflict between the Fees shown on this Order Form for a particular Product Center and the Fees shown on the Schedule of Charges incorporated into the Master Agreement ("SOC") for that same Product Center, the Fees shown on the SOC shall control; provided, however, the Fees shown on this Order Form for any Product Center not included on the SOC shall control.


ORDER SUMMARY

Products			Qty	ILF(\$)	Access(\$)	Billing	Measure		
LeasingDesk Screening Criminal Premium Search - North Carolina AOC			1	0.00	0.00	Per Occurrence	Transaction		
Property Name		Site ID	Owner Name		City		State	Units/Beds	PPU %



Order No: Q1506000857 Order Date: 09/10/2015 12:27 PM

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4000 International Parkway Carrollton, Texas 75007

Products		Qty	ILF(\$)	Access(\$)	Billing	Measure	
LeasingDesk Screening Criminal Premium Search - North Carolina AOC		1	0.00	0.00	Per Occurrence	Transaction	
Property Name	Site ID	Owner Name		City	State	Units/Beds	PPU %

Order No: Q1506000857

Order Date: 09/10/2015 12:27 PM

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Page 2 of 17

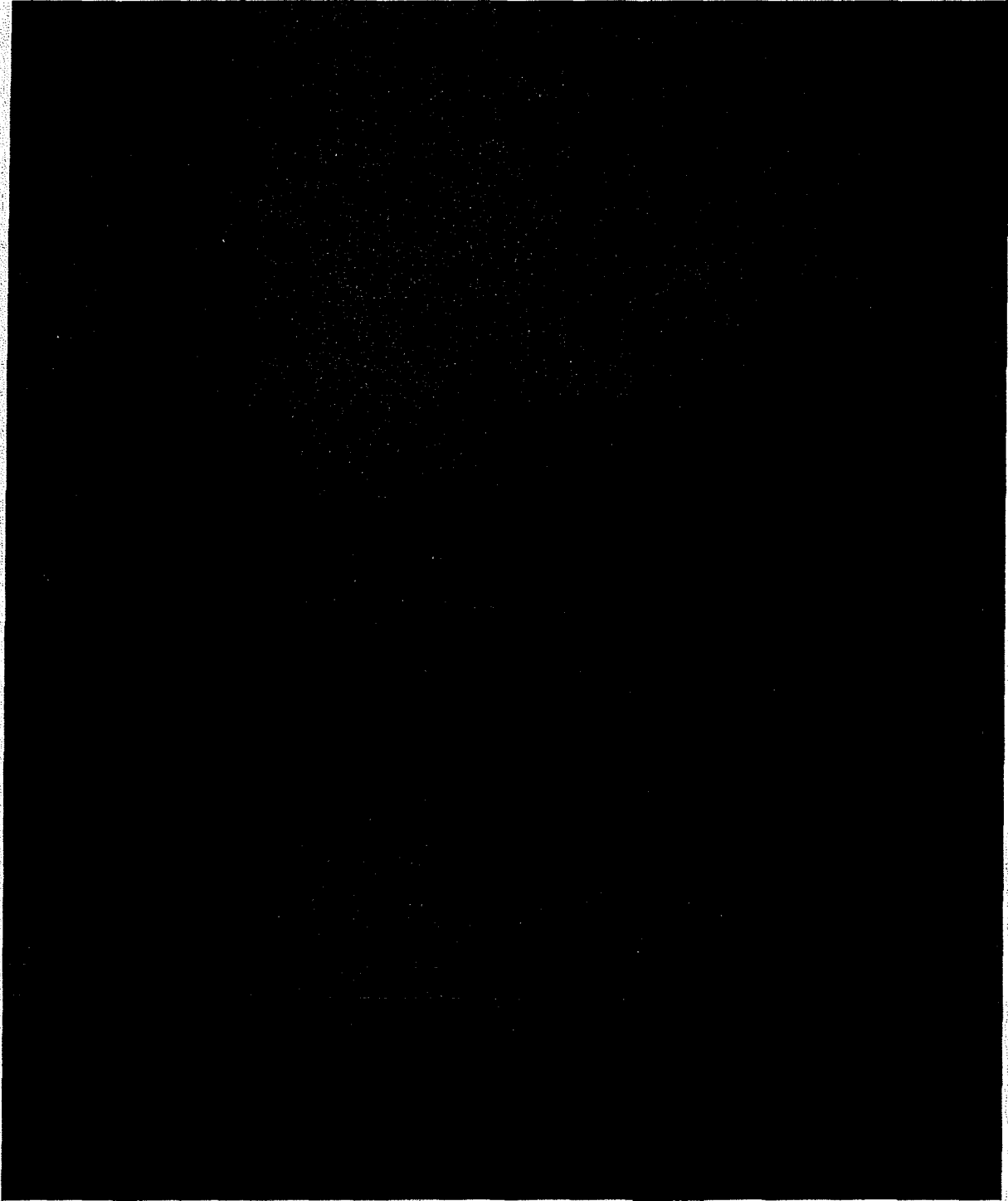
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Order Form

4000 International Parkway Carrollton, Texas 75007

Property Name	Site ID	Owner Name	City	State	Units/Beds	PPU %
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Order No: Q1506000857 Order Date: 09/10/2015 12:27 PM REDACTED Initials: REALPAGE00062 Page 3 of 17

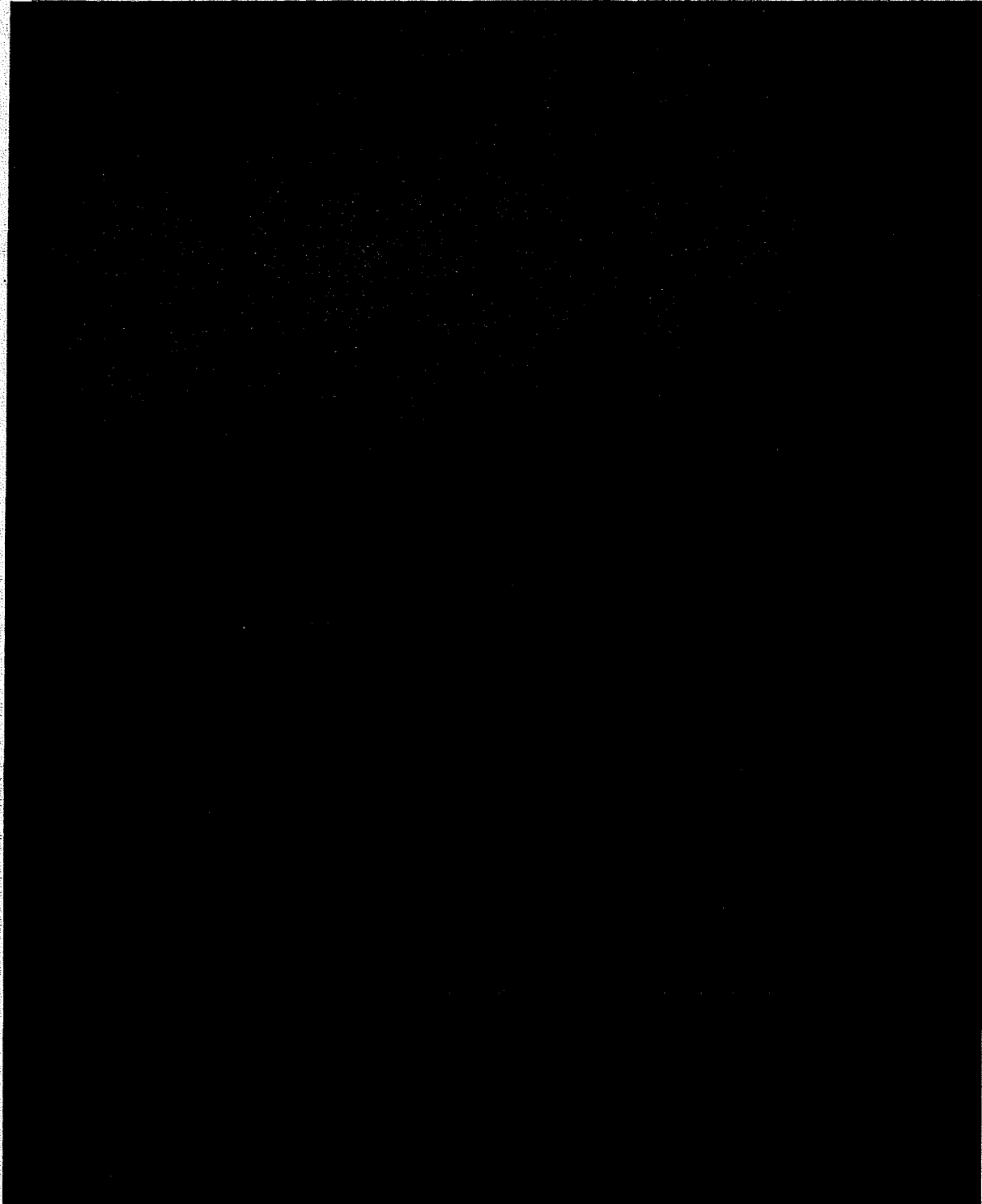
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Order Form

4000 International Parkway Carrollton, Texas 75007

Property Name	Site ID	Owner Name	City	State	Units/Beds	PPU %
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Order No: Q1506000857 Order Date: 09/10/2015 12:27 PM REDACTED Initials: _____ REALPAGE000063 Page 4 of 17

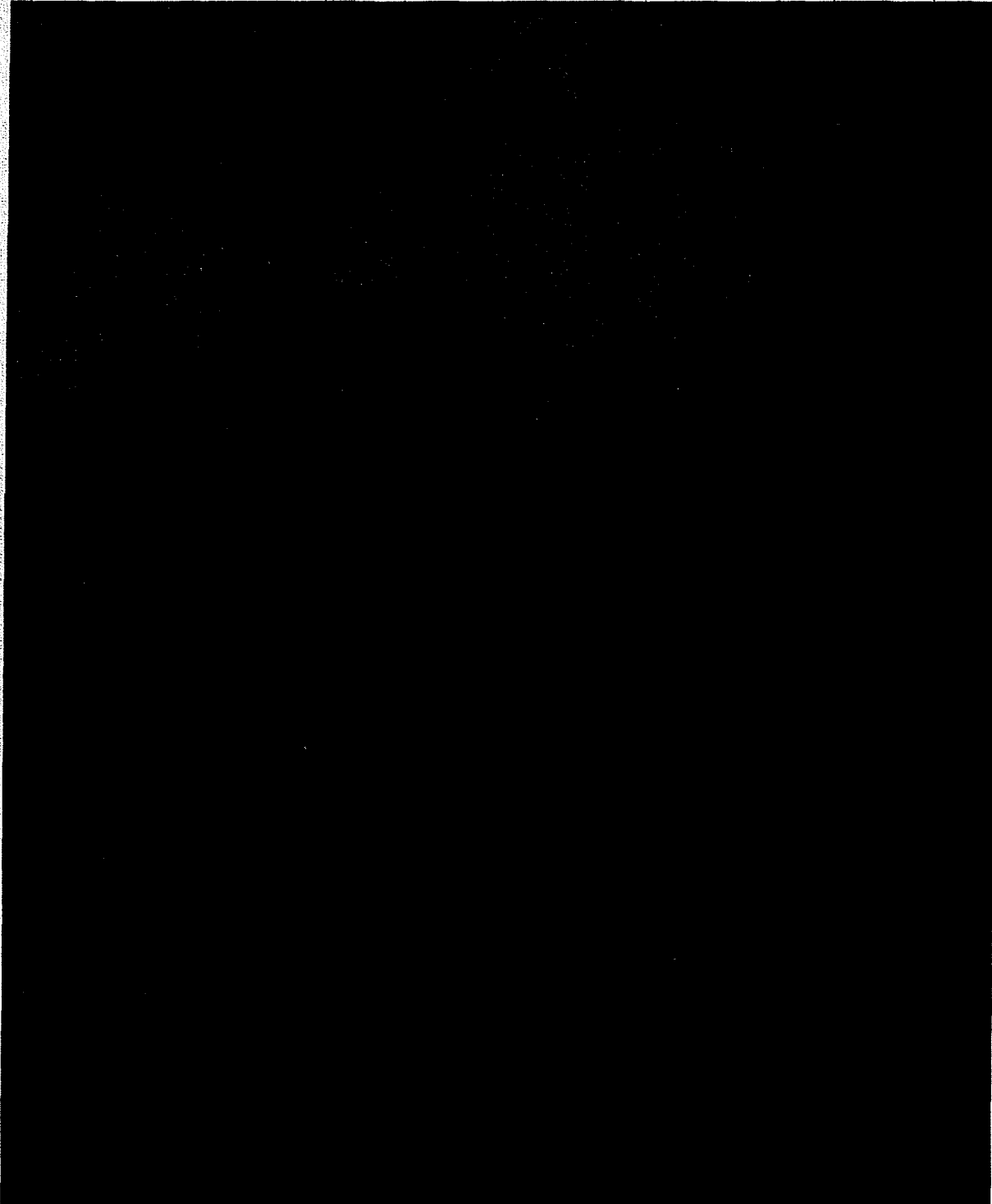
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Order Form

4000 International Parkway Carrollton, Texas 75007

Property Name	Site ID	Owner Name	City	State	Units/Beds	PPU %
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Order No: Q1506000857 Order Date: 09/10/2015 12:27 PM

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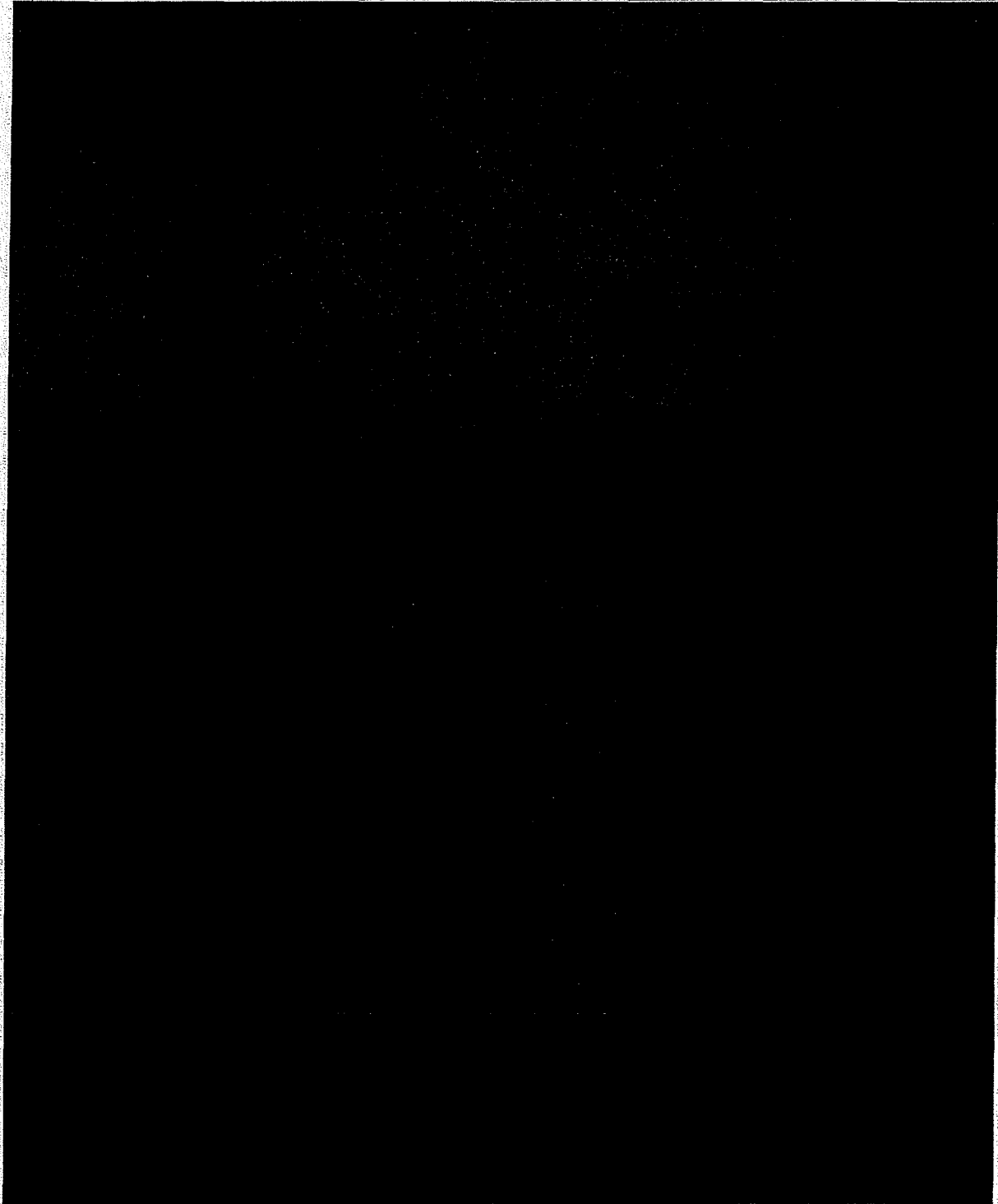
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Order Form

4000 International Parkway Carrollton, Texas 75007

Property Name	Site ID	Owner Name	City	State	Units/Beds	PPU %
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Order No: Q1506000857 Order Date: 09/10/2015 12:27 PM

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Order Form

4000 International Parkway Carrollton, Texas 75007

Property Name	Site ID	Owner Name	City	State	Units/Beds	PPU %
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HELIOS	3530342	HINES MIP	ENGLEWOOD	CO		N/A
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Order No: Q1506000857 Order Date: 09/10/2015 12:27 PM

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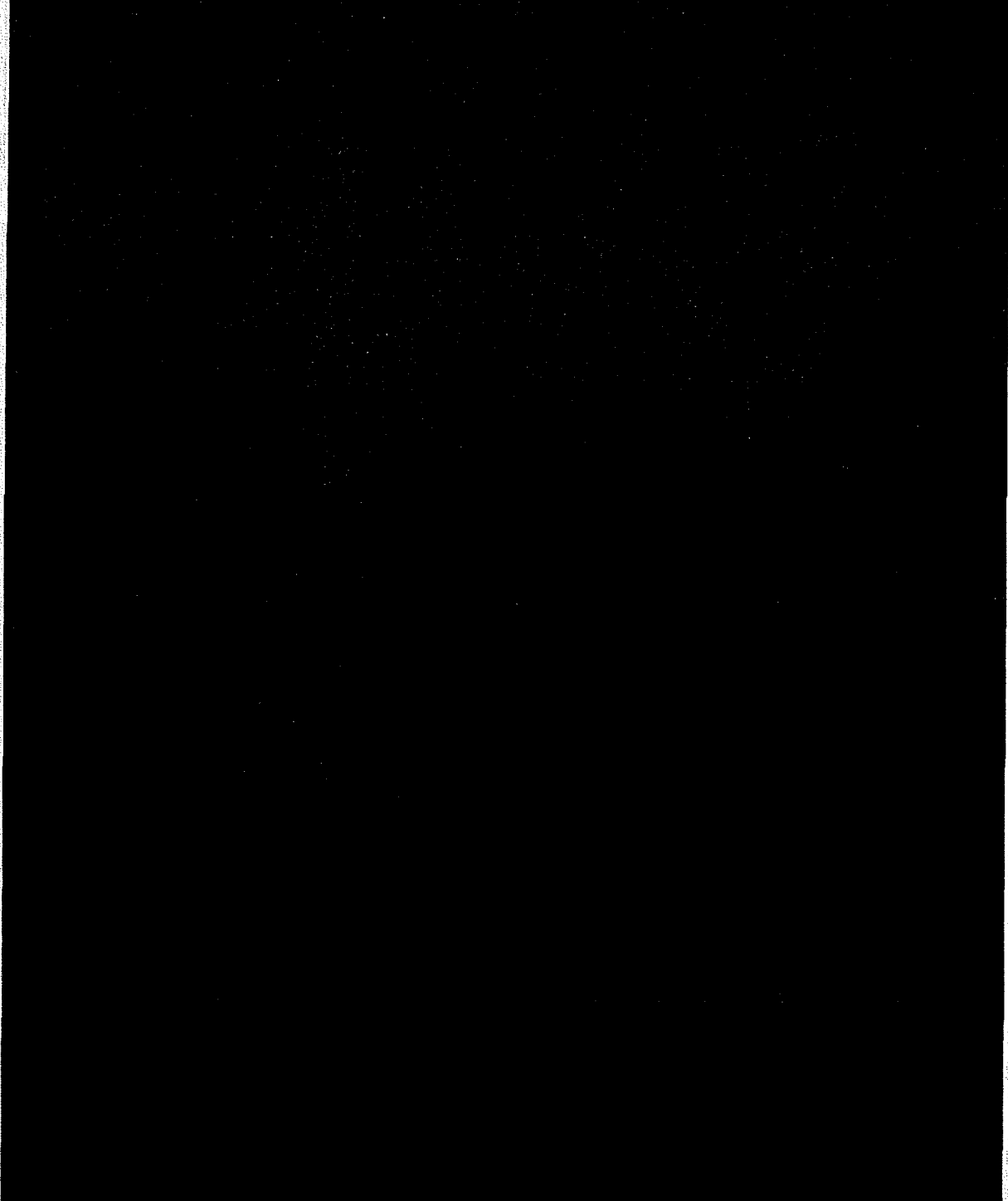
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4000 International Parkway Carrollton, Texas 75007

Property Name	Site ID	Owner Name	City	State	Units/Beds	PPU %
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Order No: Q1506000857

Order Date: 09/10/2015 12:27 PM

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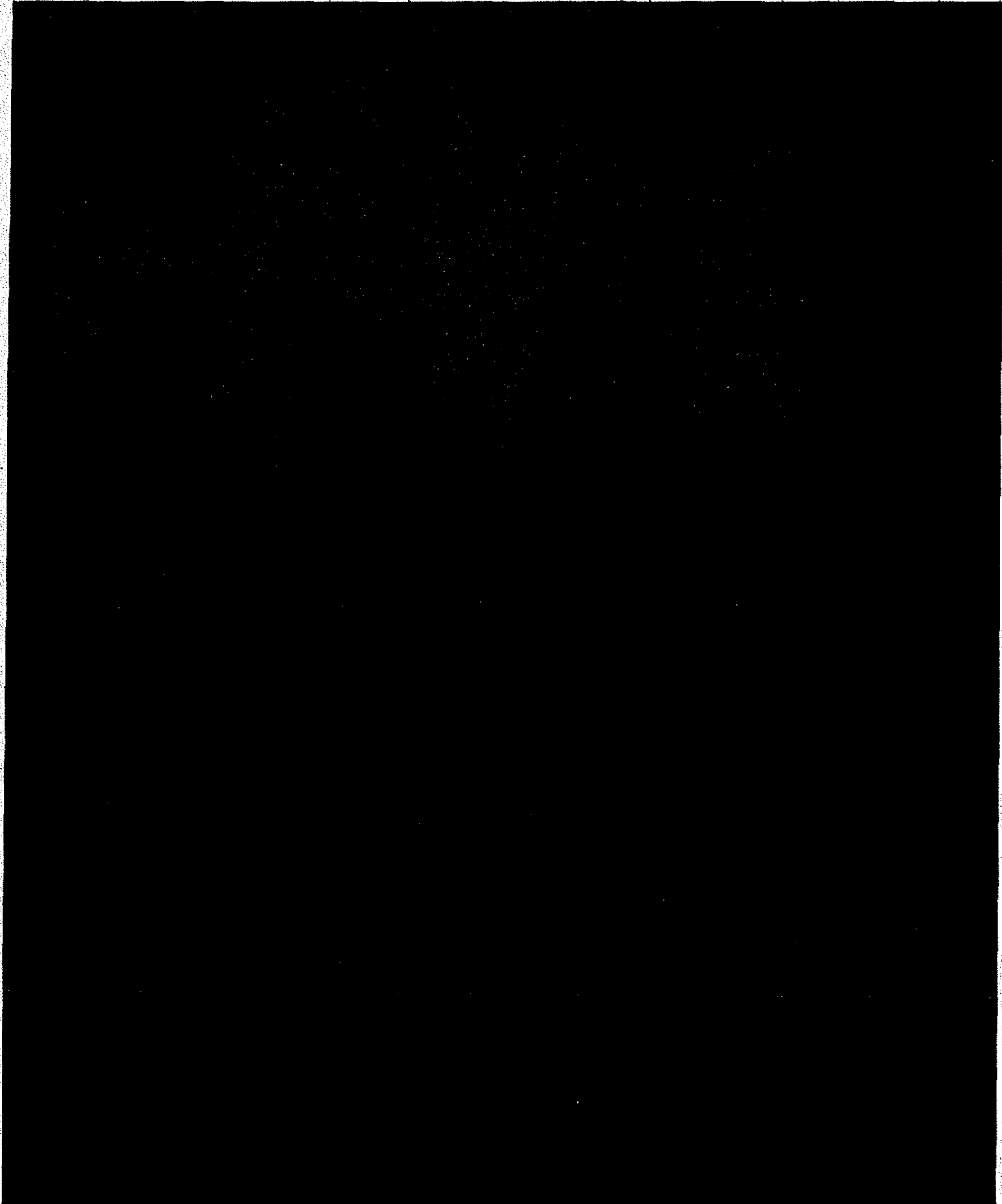
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Order Form

4000 International Parkway Carrollton, Texas 75007

Property Name	Site ID	Owner Name	City	State	Units/Beds	PPU %
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Order No: Q1506000857

Order Date: 09/10/2015 12:27 PM

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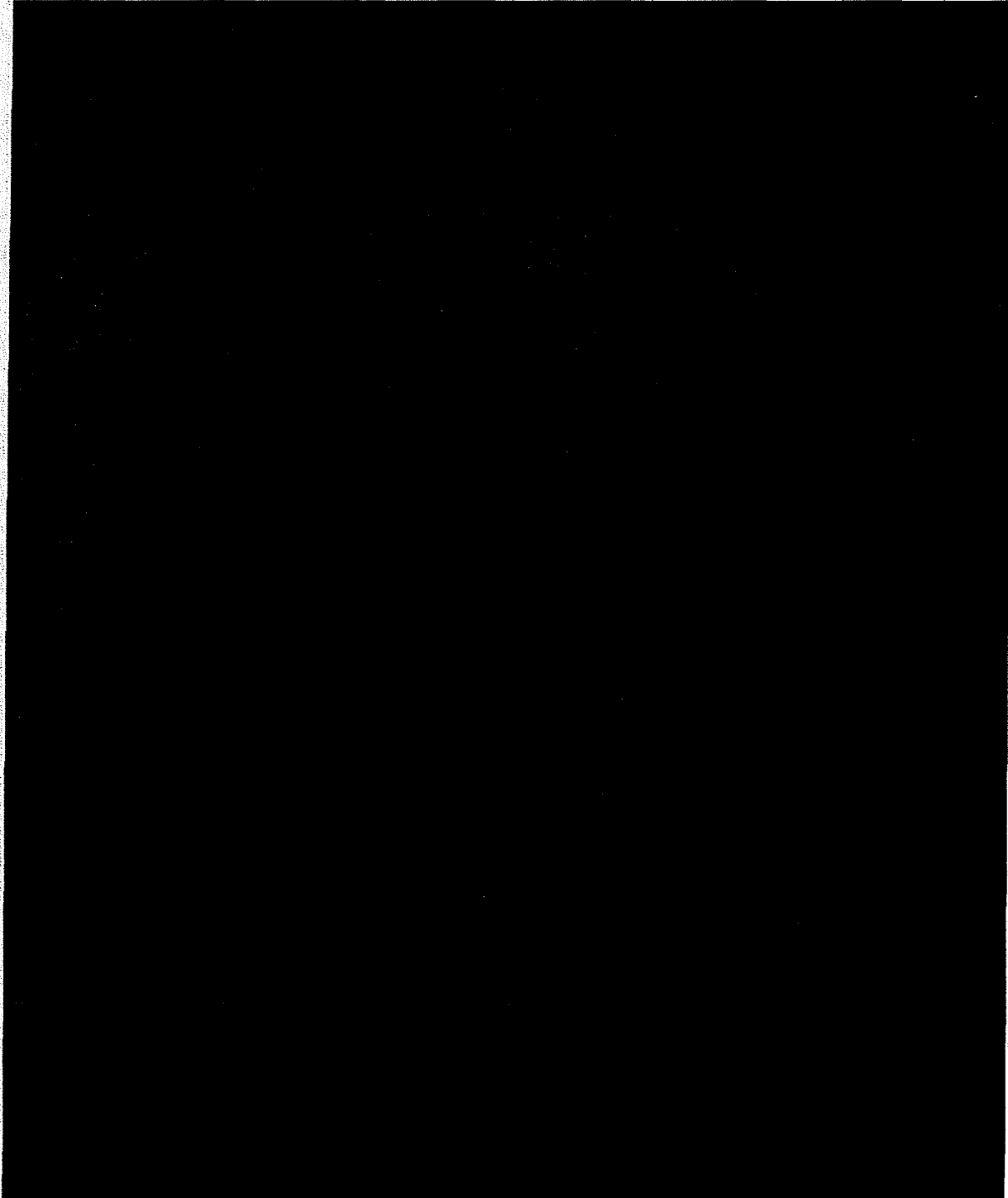
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Order Form

4000 International Parkway Carrollton, Texas 75007

Property Name	Site ID	Owner Name	City	State	Units/Beds	PPU: %
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Order No: Q1506000857

Order Date: 09/10/2015 12:27 PM

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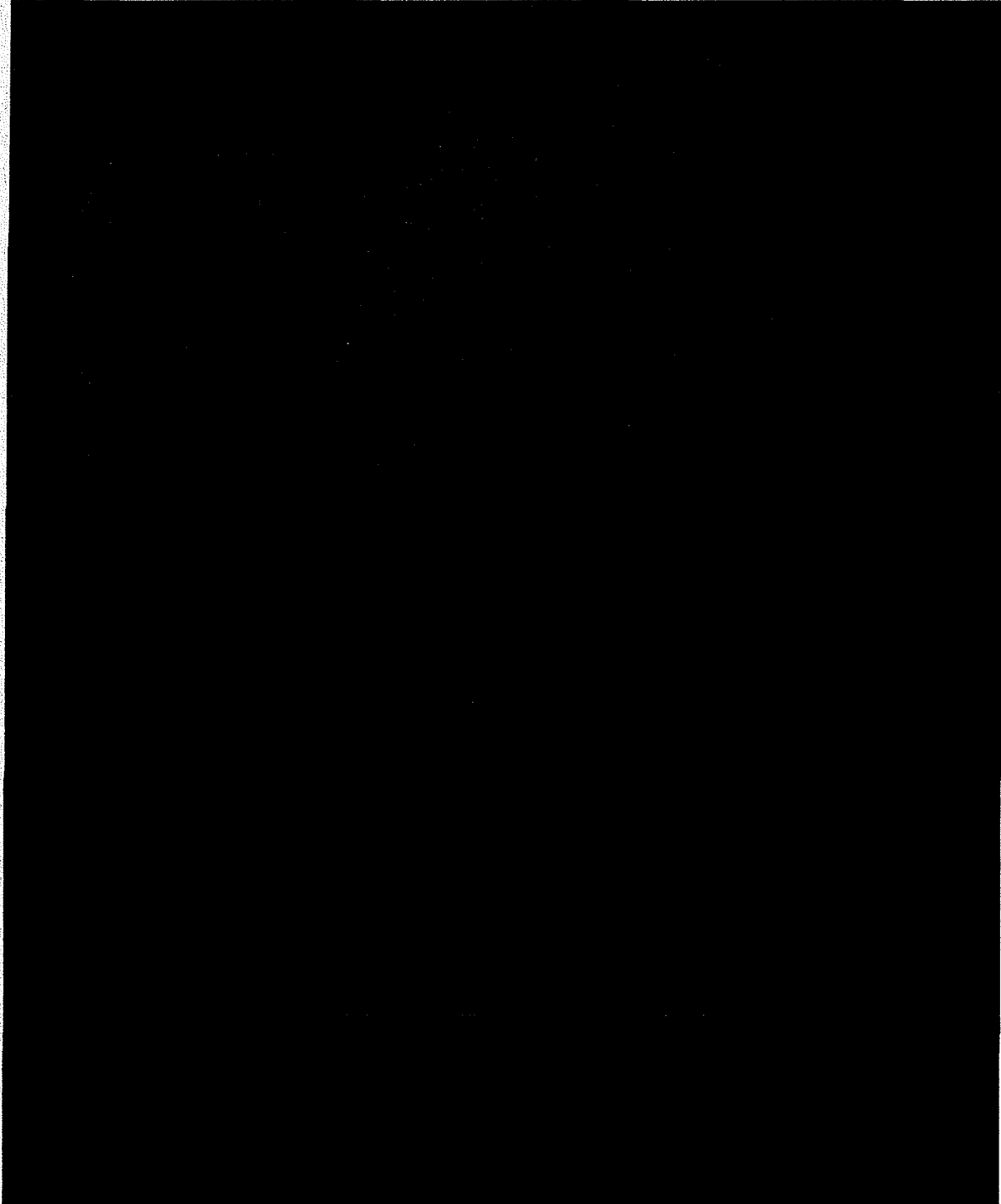
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Order Form

4000 International Parkway Carrollton, Texas 75007

Property Name	Site ID	Owner Name	City	State	Units/Beds	PPU %
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Order No: Q1506000857 Order Date: 09/10/2015 12:27 PM

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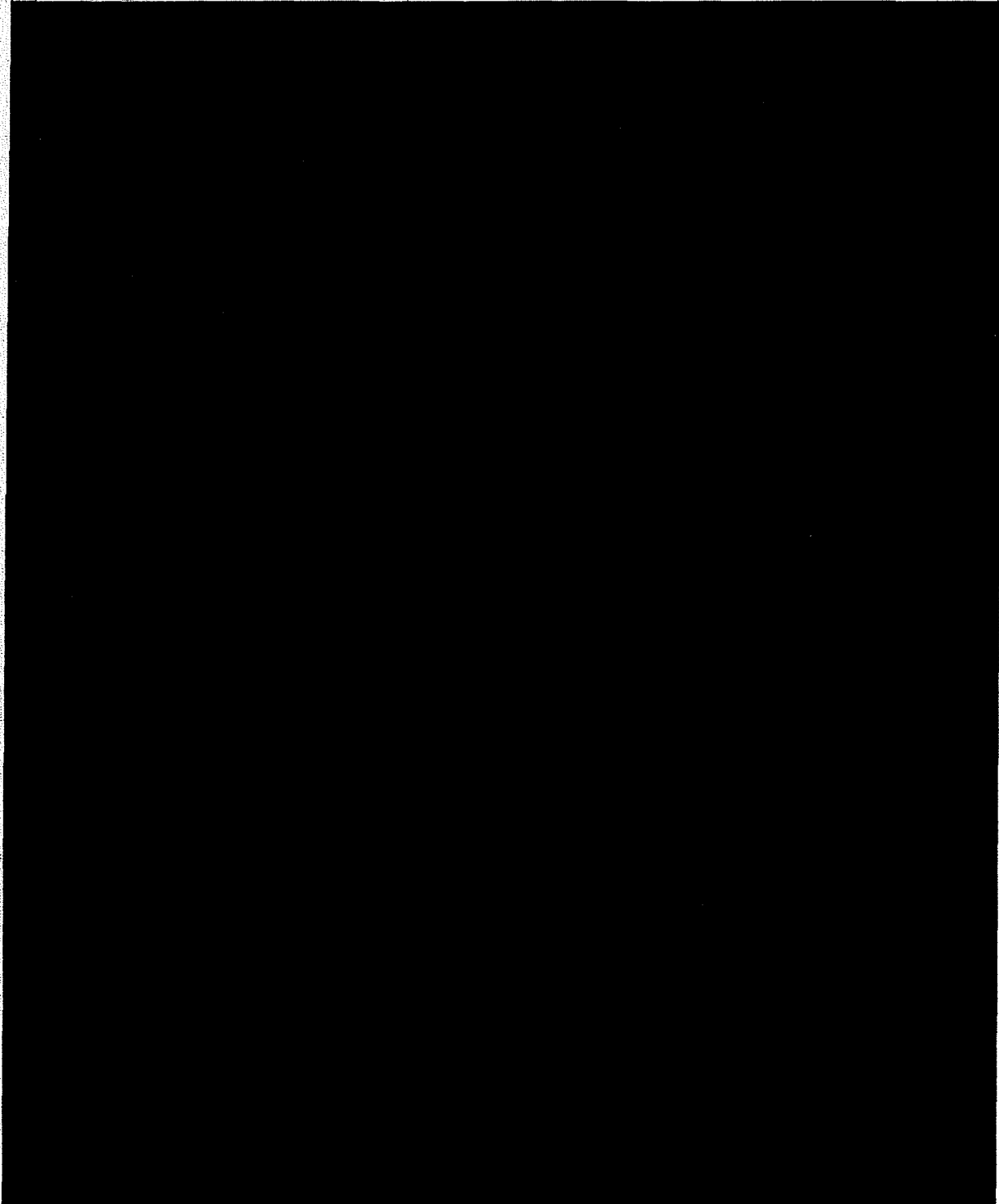
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4000 International Parkway Carrollton, Texas 75007

Property Name	Site ID	Owner Name	City	State	Units/Beds	PPU: %
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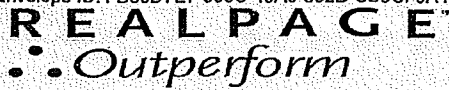
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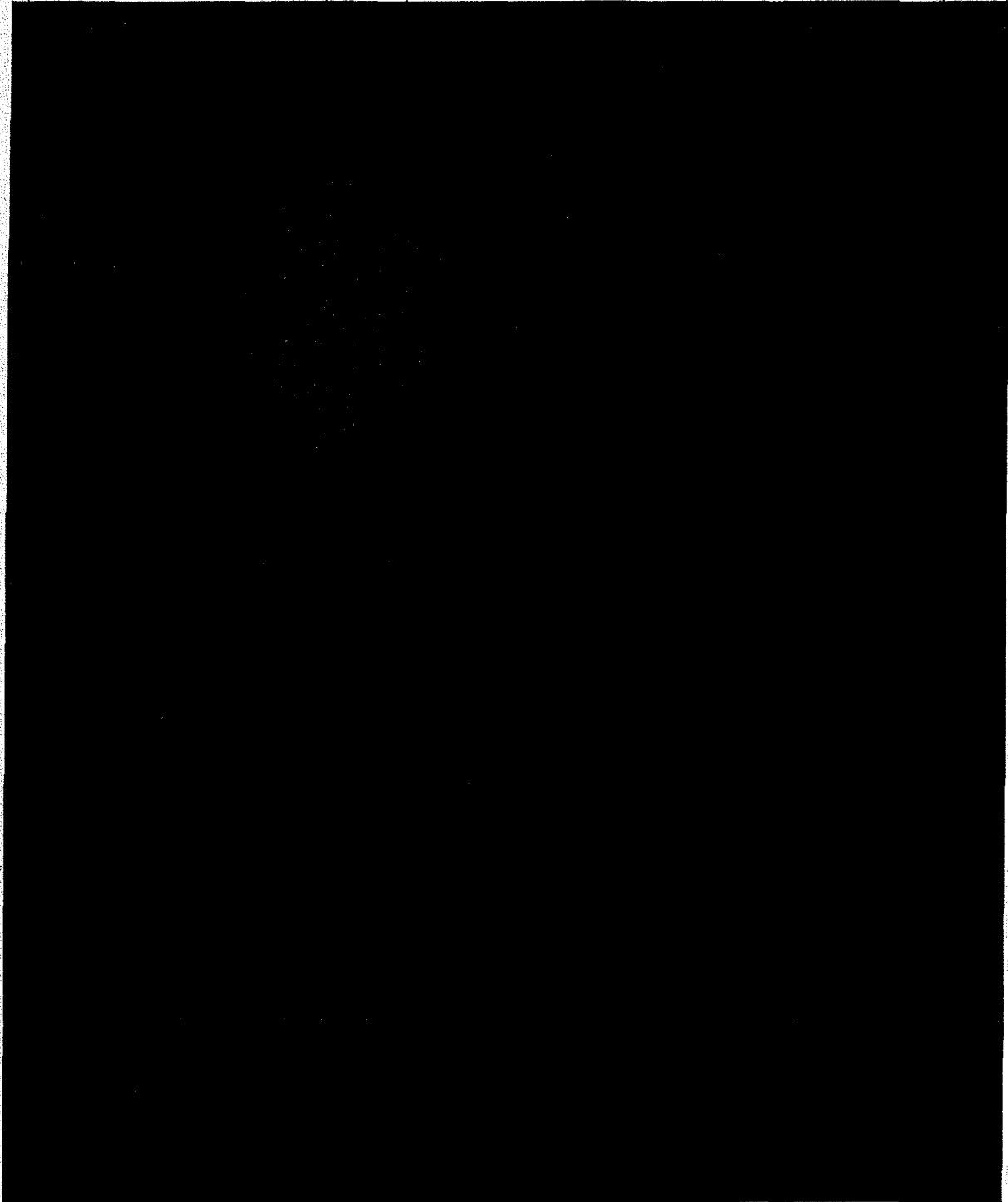
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Order Form

4000 International Parkway Carrollton, Texas 75007

Property Name	Site ID	Owner Name	City	State	Units/Beds	PPU:%
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Order No: Q1506000857 Order Date: 09/10/2015 12:27 PM

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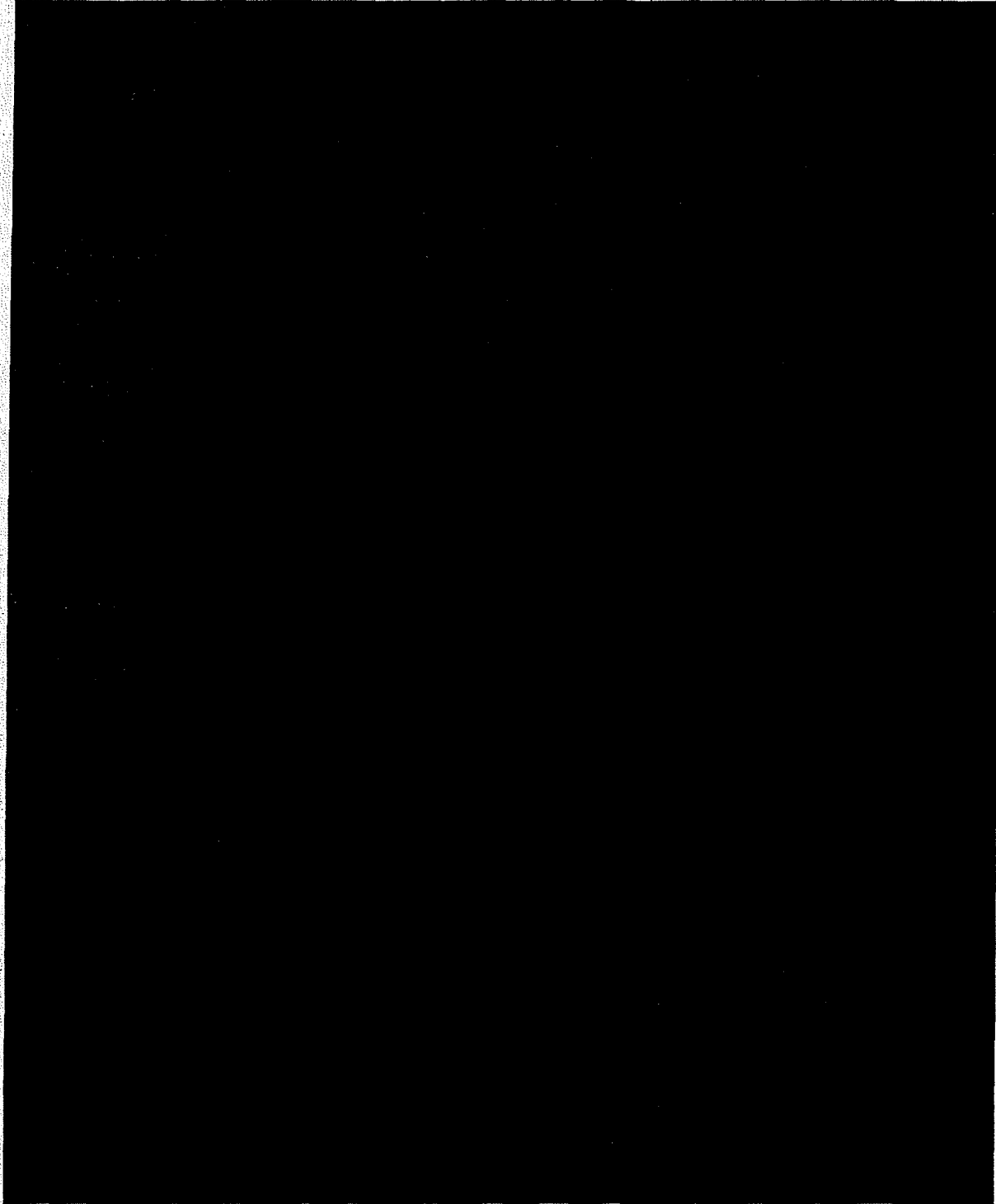
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4000 International Parkway Carrollton, Texas 75007

Property Name	Site ID	Owner Name	City	State	Units/Beds	PPU %
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Order No: Q1506000857 Order Date: 09/10/2015 12:27 PM REDACTED Initials: _____

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Page 14 of 17

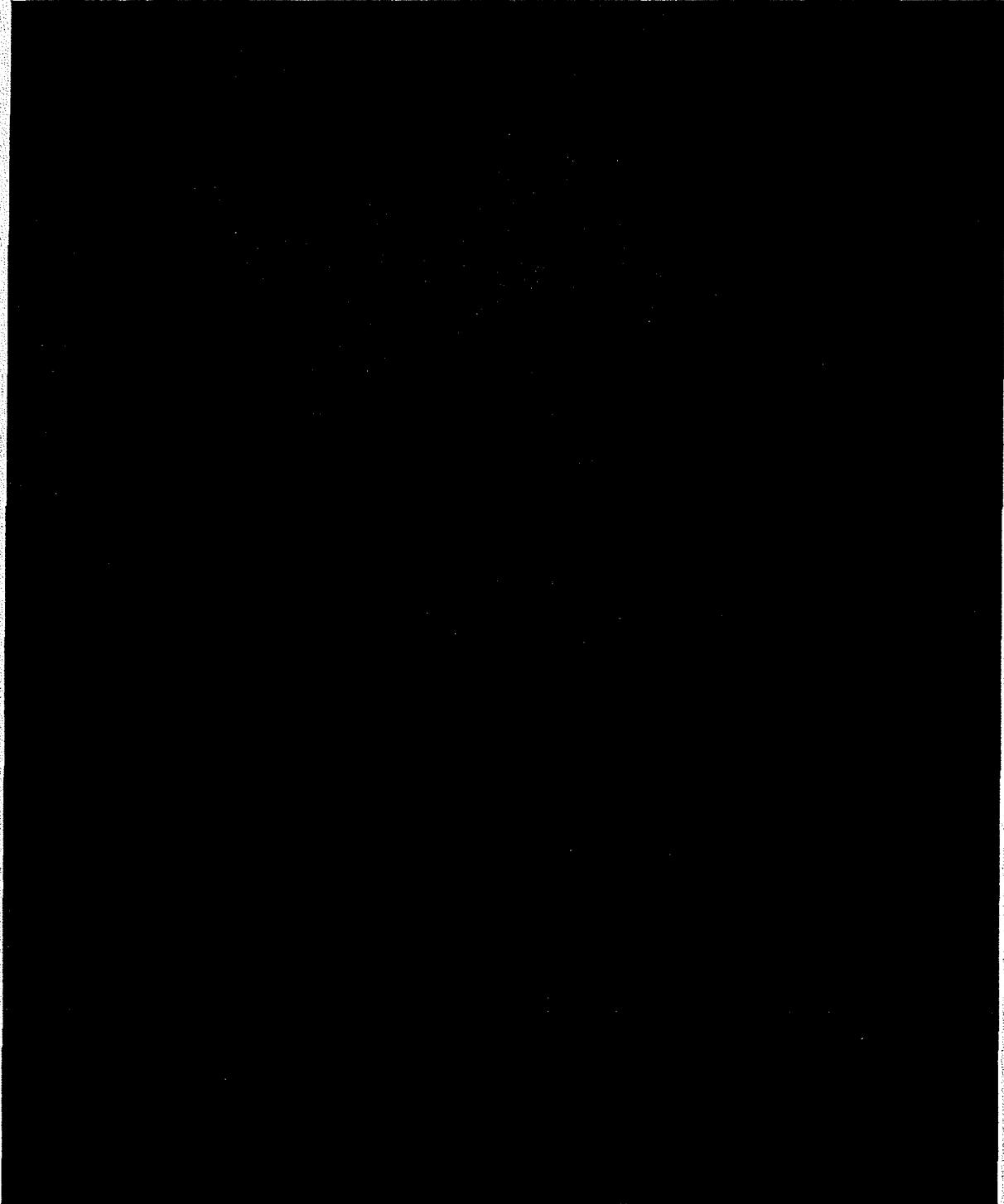
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Property Name	Site ID	Owner Name	City	State	Units/Beds	RPU %
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Order No: Q1506000857 Order Date: 09/10/2015 12:27 PM REDACTED Initials: _____

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- (1) Notwithstanding the order of preference stated in the SOC, the Access Fees for the LeasingDesk Screening Criminal Premium Search -North Carolina AOC Product Center at the Sites listed above shall be \$0.

Order No: Q1506000857

Order Date: 09/10/2015 12:27 PM

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4000 International Parkway Carrollton, Texas 75007

CLIENT PORTAL ADMIN INFORMATION

Name	Title	Phone	Email
JILL BRINK	DIRECTOR	(763) 497-7847	JBRINK@GREYSTAR.COM
KIM SOLIS	SYSTEMS ANALYST	(770) 693-1079	KSOLIS@GREYSTAR.COM

By executing this Order Form below, the undersigned represents and warrants to the RealPage Parties that it is the Site Owner or the duly appointed agent of the Site Owner of the Site(s) identified on this Order Form, and has the authority, either on its own behalf or pursuant to such agency agreement, to: (i) execute this Order Form; (ii) enter into this Order Form on behalf of each Site Owner; and (iii) administer the payment, on behalf of each Site Owner, of all invoices for all fees and charges (including Fees) associated with the implementation, access and use of the applicable Product Center on behalf of each Site in accordance with the terms of the Governing Documents. The agent shall defend, indemnify, and hold harmless the RealPage Parties from and against any and all claims, losses, or liabilities (including reasonable attorneys' fees and expenses) arising, directly or indirectly, from any misrepresentation by the agent with regard to the existence and scope of its agency relationship with any Site Owner, including, without limitation, losses or liabilities arising from any misrepresentation concerning its authority to bind any Site Owner to the provisions of the Governing Documents. In addition, by executing this Order Form below as agent, the undersigned represents and warrants to the RealPage Parties that the Product Centers, Fees, and charges provided in the Governing Documents constitute approved expenditures within the Site operating budget adopted by Site Owner. Any counterpart to this Order Form transmitted by facsimile or electronic means shall have the same force and effect as an original.

Through agency of ☒ Or Site Owner ☐

GREYSTAR MANAGEMENT SERVICES LP
600 LAS COLINAS BLVD E STE 2100
IRVING, TX 75039-5628
UNITED STATES

RealPage, Inc.
4000 International Parkway
Carrollton, Texas 75007
United States

DocuSigned by:
Heidi Balich
By: _____
DD276D4B0978423...

Title: Director of Onboarding & Training By: W. Bryan HillDate: 9/11/2015Title: Chief Financial Officer

Effective Date: _____

Account Manager:	Ondrea Valenzuela
Date:	06/16/2015

Order No: Q1506000857 Order Date: 09/10/2015 12:27 PM

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Initials: _____

DS
HB

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4000 International Parkway Carrollton, Texas 75007

GREYSTAR MANAGEMENT SERVICES LP
600 LAS COLINAS BLVD E STE 2100
IRVING, TX 76039-5628
UNITED STATES
(972) 558-1700, (972) 558-8915 fax

Customer ID	Sites	Units/Beds	Sync Date
C0901 005 364	1		January 01
Order No	Quote Date	Exp Date	Default License Term Start Date
Q1412 001 523	12/26/2014	01/26/2015	N/A

This Order Form ("Order Form") is subject to and by this reference made a part of the RealPage One Master Agreement, dated 01/01/2014 between RealPage, Inc. and the owner(s) of the Site(s) listed below ("Master Agreement"). Execution of this Order Form by RealPage, Inc. and such Site Owner(s) (either directly or through the agency of the Manager) shall obligate one or more of the RealPage Parties to provide and the Site Owner(s) to accept and pay for the Product Centers shown below, and creates a legally enforceable set of Governing Documents for each Site listed below. In the event of a conflict between the Fees shown on this Order Form for a particular Product Center and the Fees shown on the Schedule of Charges Incorporated into the Master Agreement ("SOC") for that same Product Center, the Fees shown on the SOC shall control, provided, however, the Fees shown on this Order Form for any Product Center not included on the SOC shall control.

ORDER SUMMARY

Products	Qty	ILF(\$)	Access(\$)	Billing	Measure	
Core Property Management Suite - Conventional						
Property Name	Site ID	Owner Name	City	State	Units/Beds	PPU %
HELIOS		HINES MIP	ENGLEWOOD	CO		N/A

Products	Qty	ILF(\$)	Access(\$)	Billing	Measure	
Custom - Resident Portal Suite						
Property Name	Site ID	Owner Name	City	State	Units/Beds	PPU %
HELIOS		HINES MIP	ENGLEWOOD	CO		N/A

Products	Qty	ILF(\$)	Access(\$)	Billing	Measure	
Core Marketing Suite						
Property Name	Site ID	Owner Name	City	State	Units/Beds	PPU %
HELIOS		HINES MIP	ENGLEWOOD	CO		N/A

Products	Qty	ILF(\$)	Access(\$)	Billing	Measure	
Ops Buyer/Ops Market						
Ops Invoice						
Ops Invoice Invoice Processing Fee						
Property Name	Site ID	Owner Name	City	State	Units/Beds	PPU %
HELIOS		HINES MIP	ENGLEWOOD	CO		N/A

Products	Qty	ILF(\$)	Access(\$)	Billing	Measure	
LeaseStar 1 to 5 Toll-Free Tracking Numbers						
ODE - Quote & Reservation Web Service						
Pricing and Availability Web Service						
Prospect Management Web Service						
SDE-NWP						
Property Name	Site ID	Owner Name	City	State	Units/Beds	PPU %
HELIOS		HINES MIP	ENGLEWOOD	CO		N/A

Order No: Q1412001523 Order Date: 12/26/2014 09:29 AM

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Products	Qty	LF(\$)	Access(\$)	Billing	Measure
LeasingDesk Screening Business Credit Report					

Property Name	Site ID	Owner Name	City	State	Units/Beds	PPU %
HELIOS		HINES MIP	ENGLEWOOD	CO		N/A

Order No: Q1412001523 Order Date: 12/26/2014 09:29 AM

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4000 International Parkway Carrollton, Texas 75007

CLIENT PORTAL ADMIN INFORMATION

Name	Title	Phone	Email
JILL BRINK	DIRECTOR	(763) 497-7847	JBRINK@GREYSTAR.COM
KIM SOLIS	SYSTEMS ANALYST	(770) 693-1079	KSOLIS@GREYSTAR.COM

By executing this Order Form below, the undersigned represents and warrants to the RealPage Parties that it is the Site Owner or the duly appointed agent of the Site Owner of the Site(s) identified on this Order Form, and has the authority, either on its own behalf or pursuant to such agency agreement, to: (i) execute this Order Form; (ii) enter into this Order Form on behalf of each Site Owner; and (iii) administer the payment, on behalf of each Site Owner, of all invoices for all fees and charges (including Fees) associated with the implementation, access and use of the applicable Product Center on behalf of each Site in accordance with the terms of the Governing Documents. The agent shall defend, indemnify, and hold harmless the RealPage Parties from and against any and all claims, losses, or liabilities (including reasonable attorneys' fees and expenses) arising, directly or indirectly, from any misrepresentation by the agent with regard to the existence and scope of its agency relationship with any Site Owner, including, without limitation, losses or liabilities arising from any misrepresentation concerning its authority to bind any Site Owner to the provisions of the Governing Documents. In addition, by executing this Order Form below as agent, the undersigned represents and warrants to the RealPage Parties that the Product Centers, Fees, and charges provided in the Governing Documents constitute approved expenditures within the Site operating budget adopted by Site Owner. Any counterpart to this Order Form transmitted by facsimile or electronic means shall have the same force and effect as an original.

Through agency of ☒ Or Site Owner ☐

GREYSTAR MANAGEMENT SERVICES LP
800 LAS COLINAS BLVD E STE 2100
IRVING, TX 75039-5628
UNITED STATES

RealPage, Inc.
4000 International Parkway
Carrollton, Texas 75007
United States

By: Hruska
Title: Rpm
Date: 1/13/15

By: W. Bryan Hill
Title: Chief Financial Officer
Effective Date: _____

Account Manager:	Cody VonderMehden
Date:	12/23/2014

Order No: Q1412001523 Order Date: 12/26/2014 09:29 AM

Initials: 

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